

02-08-2006

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office



To the Honorable Commissioner.

103117996

original documents or copy thereof.

1. Name of conveying party(ies):
Springs Window Fashions, LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other

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

3. Nature of conveyance:

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

Execution Date: December 30, 2005

2. Name and address of receiving party(ies)

Name: JPMorgan Chase Bank, N.A., as Administrative and Collateral Agent

Internal

Address:

Street Address: 270 Park Avenue

City: New York State: NY Zip: 10017

- ☐ Individual(s) citizenship
☒ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☐ Other

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

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

A. Trademark Application No.(s)

SEE ATTACHED

B. Trademark Registration No.(s)

Additional number(s) attached ☒ Yes ☐ No

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

Name: Penelope Agodoa

Internal Address: Federal Research Corporation

Street Address: 1030 15th Street, NW

Suite 920

City: Washington State: DC Zip: 20005

6. Total number of applications and
registrations involved:

71

7. Total fee (37 CFR 3.41).....\$ 1750⁰⁰

☐ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true
copy of the original document.

Edward Briganti

Name of Person Signing

Signature

01/12/2006

Date

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

60

02/08/2006 DBYRNE 00000123 2237620

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01 FC:8521
02 FC:8522
03 FC:8523

40.00 DP
1750.00 DP
120.00 DP

TRADEMARK
REEL: 003244 FRAME: 0200

TRADEMARKS

Registered Trademarks

Springs Window Fashions, LLC

Trademark: ALEXANDRIA
Registration No.: 2,237,620
Registration Date: 4/6/99
Renewal Date: 4/6/09

Trademark: AMERICAN MAID
Registration No.: 789,063
Registration Date: 5/4/65
Renewal Date: 5/4/05

Trademark: ASPIRATIONS
Registration No.: 2,795,690
Registration Date: 12/16/2003
Renewal Date: 12/16/2013

Trademark: AUTO MATE
Registration No.: 2,659,340
Registration Date: 10/10/2002
Renewal Date: 10/10/2012

Trademark: BALI
Registration No.: 1,374,799
Registration Date: 12/10/85
Renewal Date: 12/10/05

Trademark: BALI & DESIGN
Registration No.: 2,841,207
Registration Date: 05/11/04
Renewal Date: 05/11/2014

Trademark: BALI & DESIGN
Registration No.: 1,335,578
Registration Date: 5/14/85
Renewal Date: 5/14/05

Trademark: BALI & DESIGN
Registration No.: 1,335,579
Registration Date: 5/14/85
Renewal Date: 5/14/05

Trademark:	BALI MICRO
Registration No.:	1,355,390
Registration Date:	8/20/85
Renewal Date:	8/20/05
Trademark:	BALI ULTRA
Registration No.:	1,476,892
Registration Date:	2/16/88
Renewal Date:	2/16/08
Trademark:	CASUAL CLASSICS
Registration No.:	2,237,525
Registration Date:	4/6/99
Renewal Date:	4/6/09
Trademark:	CONTRACK
Registration No.:	795,044
Registration Date:	8/31/65
Renewal Date:	8/31/05
Trademark:	CONTROLMATE
Registration No.:	2,659,339
Registration Date:	12/10/2002
Renewal Date:	12/10/2012
Trademark:	CORNERSTONE
Registration No.:	2,386,056
Registration Date:	9/12/00
Renewal Date:	9/12/10
Trademark:	CRYSTALPLEAT
Registration No.:	1,631,633
Registration Date:	1/15/91
Renewal Date:	1/15/11
Trademark:	CUSTOMISER
Registration No.:	1,296,354
Registration Date:	9/18/84
Renewal Date:	9/18/04
Trademark:	DAUPHINE
Registration No.:	1,910,103
Registration Date:	8/5/95
Renewal Date:	8/5/05
Trademark:	EASYUP
Registration No.:	1,160,967
Registration Date:	7/14/81
Renewal Date:	7/14/01

Trademark: EDGE OF COLOR
Registration No.: 2,754,196
Registration Date: 8/19/2003
Renewal Date: 8/19/2013

Trademark: ELEGANCE
Registration No.: 795,884
Registration Date: 9/14/65
Renewal Date: 9/14/05

Trademark: EVENPLEAT
Registration No.: 1,961,174
Registration Date: 3/5/96
Renewal Date: 3/5/06

Trademark: FASHION PLEAT
Registration No.: 1,363,420
Registration Date: 10/1/85
Renewal Date: 10/1/05

Trademark: FINE FURNITURE FOR WINDOWS
Registration No.: 2,196,764
Registration Date: 10/13/98
Renewal Date: 10/13/08

Trademark: FINELINES
Registration No.: 1,402,192
Registration Date: 7/22/86
Renewal Date: 7/22/06

Trademark: FRAMEWORKS
Registration No.: 2,784,827
Registration Date: 11/18/2003
Renewal Date: 11/18/2013

Trademark: FRESCO
Registration No.: 2,215,187
Registration Date: 12/29/98
Renewal Date: 12/29/08

Trademark: G-71 SUPER-VUE
Registration No.: 1,999,557
Registration Date: 9/10/96
Renewal Date: 9/10/06

Trademark: GRABER
Registration No.: 980,822
Registration Date: 3/26/74
Renewal Date: 3/26/04

Trademark: GRABER & NEW DESIGN
Registration No.: 2,063,143
Registration Date: 5/20/97
Renewal Date: 5/20/07

Trademark: NANIK
Registration No.: 1,135,161
Registration Date: 5/13/80
Renewal Date: 5/13/10

Trademark: NANIK
Registration No.: 1,388,028
Registration Date: 4/1/86
Renewal Date: 4/1/06

Trademark: NANIK NATURALS
Registration No.: 1,992,453
Registration Date: 8/13/96
Renewal Date: 8/13/06

Trademark: NATURE'S PORTRAIT
Registration No.: 2,153,099
Registration Date: 4/21/98
Renewal Date: 4/21/08

Trademark: NEAT PLEAT
Registration No.: 1,763,697
Registration Date: 4/6/93
Renewal Date: 4/6/03

Trademark: NEO
Registration No.: 2,037,732
Registration Date: 2/11/97
Renewal Date: 2/11/07

Trademark: ONE TOUCH
Registration No.: 1,875,960
Registration Date: 1/24/95
Renewal Date: 1/24/05

Trademark: PINNACLE
Registration No.: 1,576,419
Registration Date: 1/9/90
Renewal Date: 1/9/10

Trademark: SIMPULL
Registration No.: 1,994,705
Registration Date: 8/20/96
Renewal Date: 8/20/06

Trademark: SMARTILT
Registration No.: 2,689,123
Registration Date: 2/18/2003
Renewal Date: 2/18/2013

Trademark: SOLITAIRE
Registration No.: 2,109,744
Registration Date: 10/28/97
Renewal Date: 10/28/07

Trademark: STRUCTURES
Registration No.: 2,532,635
Registration Date: 8/7/02
Renewal Date: 8/7/12

Trademark: SUNGLASSES FOR WINDOWS
Registration No.: 1,454,283
Registration Date: 8/25/87
Renewal Date: 8/25/07

Trademark: SURECLOSE
Registration No.: 2,824,712
Registration Date: 05/18/04
Renewal Date: 05/18/2014

Trademark: SURETIGHT
Registration No.: 2,776,326
Registration Date: 10/21/2003
Renewal Date: 10/21/2013

Trademark: SYNERGY
Registration No.: 2,807,332
Registration Date: 1/20/2004
Renewal Date: 1/20/2014

Trademark: THE SHUTTERY (STYLIZED)
Registration No.: 1,458,358
Registration Date: 9/22/87
Renewal Date: 9/22/07

Trademark: THE SHUTTERY
Registration No.: 1,472,299
Registration Date: 1/12/88
Renewal Date: 1/12/08

Trademark: THE SHUTTERY & DESIGN
Registration No.: 1,462,814
Registration Date: 10/27/87
Renewal Date: 10/27/07

Trademark: TIMBERLINE
Registration No.: 1,945,534
Registration Date: 1/2/96
Renewal Date: 1/2/06

Trademark: TRADEWINDS
Registration No.: 2,877,890
Registration Date: 08/24/04
Renewal Date: 08/24/2014

Trademark: WINDOW IMAGES
Registration No.: 2,859,751
Registration Date: 07/06/04
Renewal Date: 07/06/2014

Trademark: WINDSWEPT
Registration No.: 1,683,812
Registration Date: 4/21/92
Renewal Date: 4/21/02

Trademark: WOOD WINDOW FURNITURE
Registration No.: 1,546,447
Registration Date: 7/4/89
Renewal Date: 7/4/09

Pending Trademarks

Springs Window Fashions, LLC

Trademark: ANTIQUITY
Serial No.: 76/521,965
Application Date: 6/11/2003

Trademark: BEST XPERIENCE
Serial No.: 76/534,867
Application Date: 8/4/2003

Trademark: BEX BEST EXPERIENCE
Serial No.: 76/534,866
Application Date: 8/4/2003

Trademark: CAPITAL
Serial No.: 76/617106
Application Date: 10/20/04

Trademark: DESIGN BASICS
Serial No.: 76/521963
Application Date: 02/10/03

[[2558922]]

Trademark: DURAVUE
Serial No.: 76/379,594
Application Date: 3/6/02

Trademark: IMPULSE
Serial No.: 76/397,906
Application Date: 4/19/02

Trademark: INCLINATIONS
Serial No.: 76/379,595
Application Date: 3/6/02

Trademark: LAKE FOREST
Serial No.: 76/617105
Application Date: 10/20/04

Trademark: LIGHTWEAVES
Serial No.: 76/519,790
Application Date: 6/5/2003

Trademark: N DESIGN
Serial No.: 76/518,859
Application Date: 05/12/2003

Trademark: NANIK & DESIGN
Serial No.: 76/518,858
Application Date: 05/12/2003

Trademark: ROOMSCAPES
Serial No.: 76/463,896
Application Date: 10/28/02

Trademark: SHEER ENCHANTMENT
Serial No.: 76/498,419
Application Date: 3/10/2003

Trademark: SOHO
Serial No.: 76/510,660
Application Date: 4/14/2003

Trademark: TIMELESS CREATIONS
Serial No.: 76/248,528
Application Date: 4/30/01

Trademark: TRADITIONS
Serial No.: 76/624,096
Application Date: 12/08/04

Trademark: TRANSCEND
Serial No.: 76/521,966
Application Date: 6/6/2003

SECURITY AGREEMENT dated as of December 30, 2005, among SPRINGS WINDOW FASHIONS, LLC, a Delaware limited liability company (the "Borrower"), each subsidiary of the Borrower listed on Schedule I hereto (each such subsidiary individually a "Subsidiary Guarantor" and, collectively, the "Subsidiary Guarantors"; the Subsidiary Guarantors and the Borrower are referred to collectively herein as the "Grantors") and JPMORGAN CHASE BANK, N.A., a national banking corporation ("JPMorgan"), as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined herein).

Reference is made to (a) the Credit Agreement dated as of December 30, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Springs Industries, Inc., the Borrower, the lenders from time to time party thereto (the "Lenders"), JPMorgan, as administrative agent for the Lenders (in such capacity, the "Administrative Agent"), Collateral Agent, swingline lender and issuing bank (in such capacity, the "Issuing Bank"), and the other agent bank party thereto and (b) the Guarantee Agreement dated as of December 30, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee Agreement"), among the Subsidiary Guarantors and the Collateral Agent.

The Lenders have agreed to make Loans to the Borrower, and the Issuing Bank has agreed to issue Letters of Credit for the account of the Borrower and the Subsidiaries, pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement. Each of the Subsidiary Guarantors has agreed to guarantee, among other things, all the obligations of the Borrower under the Credit Agreement (upon the terms specified in the Guarantee Agreement). The obligations of the Lenders to make Loans and of the Issuing Bank to issue Letters of Credit are conditioned upon, among other things, the execution and delivery by the Grantors of an agreement in the form hereof to secure (a) the due and punctual payment by the Borrower of (i) the principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (ii) each payment required to be made by the Borrower under the Credit Agreement in respect of any Letter of Credit, when and as due, including payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral and (iii) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Borrower to the Secured Parties under the Credit Agreement and the other Loan Documents, (b) the due and punctual performance of all covenants, agreements, obligations and liabilities of the Borrower and each Loan Party under or pursuant to the Credit Agreement and the other Loan Documents, (c) the due and

punctual payment and performance of all obligations of the Borrower under each Hedging Agreement entered into with any counterparty that was a Lender or Lender Affiliate at the time such Hedging Agreement was entered into and (d) the due and punctual payment and performance of all obligations in respect of overdrafts and related liabilities owed to any Lender, any Lender Affiliate, the Administrative Agent or the Collateral Agent arising from treasury, depositary and cash management services or in connection with any automated clearinghouse transfer of funds (all the monetary and other obligations described in the preceding clauses (a) through (d) being collectively called the "Obligations").

Accordingly, the Grantors and the Collateral Agent, on behalf of itself and each Secured Party (and each of their respective successors or assigns), hereby agree as follows:

ARTICLE I

Definitions

SECTION 1.01. Definition of Terms Used Herein. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Credit Agreement. All terms defined in the New York UCC (as defined herein) and not defined in this Agreement shall have the meanings specified therein; the term "instrument" shall have the meaning specified in Article 9 of the New York UCC.

SECTION 1.02. Definition of Certain Terms Used Herein. As used herein, the following terms shall have the following meanings:

"Account Debtor" shall mean any person who is or who may become obligated to any Grantor under, with respect to or on account of an Account.

"Collateral" shall mean all (a) Accounts, (b) Chattel Paper, (c) Deposit Accounts, (d) Documents, (e) Equipment, (f) General Intangibles, (g) Instruments, (h) Inventory, (i) Investment Property, (j) all books and records pertaining to the foregoing and (k) to the extent not otherwise included, all Proceeds and products of any of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing; provided that the term "Collateral" shall not include Excluded Assets.

"Copyright License" shall mean any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by any Grantor or that such Grantor otherwise has the right to license, or granting any right to such Grantor under any Copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

"Copyrights" shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise and (b) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental

registrations and pending applications for registration in the United States Copyright Office, including those listed on Schedule II.

"Credit Agreement" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"Excluded Assets" shall mean (a) any asset, including, without limitation, Accounts and proceeds of Inventory, of any kind, to the extent that (i) such asset is sold (or intended to be sold) pursuant to any Permitted Receivables Financing and (ii) such sale or intended sale is permitted by Section 6.05(c) of the Credit Agreement, (b) any asset acquired, constructed or improved pursuant to a capital lease or purchase money indebtedness permitted by Section 6.01(a)(vi) of the Credit Agreement and (c) Excluded Contracts.

"Excluded Contract" shall mean any contract or agreement to which a Grantor is a party or any governmental permit held by a Grantor to the extent that (a) the terms of such contract, agreement or permit prohibit or restrict the creation, incurrence or existence of the Security Interest therein or the assignment thereof without the consent of any party thereto other than such Grantor and (b) such prohibition or restriction is permitted under Section 6.10 of the Credit Agreement, provided that the term "Excluded Contract" shall not include any rights for any amounts due or to become due pursuant to any Excluded Contract; provided, further, that such Grantor shall use commercially reasonable efforts to obtain all consents or waivers necessary to permit the grant of the Security Interest in such Excluded Contract.

"General Intangibles" shall mean all choses in action and causes of action and all other assignable intangible personal property of any Grantor of every kind and nature (other than Accounts) now owned or hereafter acquired by any Grantor, including all rights and interests in partnerships, limited partnerships, limited liability companies and other unincorporated entities, corporate or other business records, indemnification claims, contract rights (including rights under leases, whether entered into as lessor or lessee, Hedging Agreements and other agreements), Intellectual Property, goodwill, registrations, franchises, tax refund claims and any letter of credit, guarantee, claim, security interest or other security held by or granted to any Grantor to secure payment by an Account Debtor of any of the Accounts, including all goodwill, going concern value (other than any of the foregoing which relates to any Excluded Assets).

"Intellectual Property" shall mean all intellectual and similar property of any Grantor of every kind and nature now owned or hereafter acquired by any Grantor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

"License" shall mean any Patent License, Trademark License, Copyright License or other license or sublicense to which any Grantor is a party, including those listed on Schedule III (other than those license agreements in existence on the date hereof and listed on Schedule III and those license agreements entered into after the date hereof, which by their terms prohibit assignment or a grant of a security interest by such Grantor as licensee thereunder).

"New York UCC" shall mean the Uniform Commercial Code as from time to time in effect in the State of New York.

"Obligations" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"Patent License" shall mean any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, is in existence, or granting to any Grantor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of any Grantor under any such agreement.

"Patents" shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule IV and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

"Perfection Certificate" shall mean a certificate substantially in the form of Annex 1 hereto, completed and supplemented with the schedules and attachments contemplated thereby, and duly executed by a Financial Officer of the Borrower.

"Proceeds" shall have the meaning specified in Section 9-102 of the New York UCC.

"Secured Parties" shall mean (a) the Lenders, (b) the Administrative Agent, (c) the Collateral Agent, (d) the Issuing Bank, (e) each counterparty to a Hedging Agreement entered into with the Borrower if such counterparty was a Lender or a Lender Affiliate at the time the Hedging Agreement was entered into, (f) the beneficiaries of each indemnification obligation undertaken by any Grantor under any Loan Document (g) the Administrative Agent or the Collateral Agent in respect of obligations owed to the Administrative Agent or the Collateral Agent arising from treasury, depository and cash management services or in connection with any automated clearinghouse transfer of funds and (h) the successors and assigns of each of the foregoing.

"Security Interest" shall have the meaning assigned to such term in Section 2.01.

"Trademark License" shall mean any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement.

"Trademarks" shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule V, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 1.03. Rules of Interpretation. The rules of interpretation specified in Section 1.03 of the Credit Agreement shall be applicable to this Agreement.

ARTICLE II

Security Interest

SECTION 2.01. Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby bargains, sells, conveys, assigns, sets over, mortgages, pledges, hypothecates and transfers to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of such Grantor's right, title and interest now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, in, to and under the Collateral (the **"Security Interest"**). Each Grantor hereby irrevocably authorizes the Collateral Agent at any time and from time to time to file in any relevant jurisdiction any initial financing statements (including fixture filings) and amendments thereto that contain the information required by Article 9 of the Uniform Commercial Code of each applicable jurisdiction for the filing of any financing statement or amendment, including (a) whether the Grantor is an organization, the type of organization and any organizational identification number issued to the Grantor and (b) in the case of a financing statement filed as a fixture filing or covering Collateral constituting minerals or the like to be extracted or timber to be cut, a sufficient description of the real property to which such Collateral relates. Each Grantor agrees to provide such information to the Collateral Agent promptly upon request.

Each Grantor also ratifies its authorization for the Collateral Agent to file in any relevant jurisdiction any initial financing statements or amendments thereto if filed prior to the date hereof.

The Collateral Agent is further authorized to file filings with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any other country) or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by each Grantor, without the signature of any Grantor, and naming any Grantor or the Grantors as debtors and the Collateral Agent as secured party.

SECTION 2.02. No Assumption of Liability. The Security Interest is granted as security only and shall not subject the Collateral Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Collateral.

ARTICLE III

Representations and Warranties

The Grantors jointly and severally represent and warrant to the Collateral Agent and the Secured Parties that:

SECTION 3.01. Title and Authority. Each Grantor has good and valid rights in and title to the Collateral with respect to which it has purported to grant a Security Interest hereunder and has full power and authority to grant to the Collateral Agent the Security Interest in such Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other person other than any consent or approval that has been obtained.

SECTION 3.02. Filings. (a) The Perfection Certificate has been duly prepared, completed and executed and the information set forth therein, including the exact legal name of each Grantor, is correct and complete. Fully executed (to the extent required by applicable law) Uniform Commercial Code financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations containing a description of the Collateral have been delivered to the Collateral Agent for filing in each governmental, municipal or other office specified in Schedule 6 to the Perfection Certificate, which are all the filings, recordings and registrations (other than filings required to be made in the United States Patent and Trademark Office and the United States Copyright Office in order to perfect the Security Interest in Collateral consisting of United States Patents, Trademarks and Copyrights) that are necessary to publish notice of and protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the benefit of the Secured Parties) in respect of all Collateral in which the Security Interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refile, recording, rerecording,

registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements or amendments.

(b) Each Grantor represents and warrants that fully executed security agreements in the form hereof and containing a description of all Collateral consisting of Intellectual Property with respect to United States Patents and United States registered Trademarks (and Trademarks for which United States registration applications are pending) and United States registered Copyrights have been delivered to the Collateral Agent for recording by the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205 and the regulations thereunder, as applicable, and otherwise as may be required pursuant to the laws of any other necessary jurisdiction, to protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the benefit of the Secured Parties) in respect of all Collateral consisting of Patents, Trademarks and Copyrights in which a security interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions and no further or subsequent filing, refile, recording, rerecording, registration or reregistration is necessary (other than the financing statements referred to above in Section 3.02(a) and such actions as are necessary to perfect the Security Interest with respect to any Collateral consisting of Patents, Trademarks and Copyrights (or registration or application for registration thereof) acquired or developed after the date hereof).

SECTION 3.03. Validity of Security Interest. The Security Interest constitutes (a) a legal and valid security interest in all the Collateral securing the payment and performance of the Obligations, (b) subject to the filings described in Section 3.02 above, a perfected security interest in all Collateral in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the Uniform Commercial Code or other applicable law in such jurisdictions and (c) a security interest that shall be perfected in all Collateral in which a security interest may be perfected upon the receipt and recording of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable. The Security Interest is and shall be prior to any other Lien on any of the Collateral, other than Liens expressly permitted to be prior to the Security Interest pursuant to Section 6.02 of the Credit Agreement.

SECTION 3.04. Absence of Other Liens. The Collateral is owned by the Grantors free and clear of any Lien, except for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement. No Grantor has filed or consented to the filing of (a) any financing statement or analogous document under the Uniform Commercial Code or any other applicable laws covering any Collateral, (b) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with the United States Patent and Trademark Office or the United States Copyright Office or (c) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with any foreign governmental, municipal or other office, which financing statement or analogous

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document, assignment, security agreement or similar instrument is still in effect, except, in each case, for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement. None of the Grantors holds any commercial tort claim except as indicated on the Perfection Certificate.

ARTICLE IV

Covenants

SECTION 4.01. Change of Name; Location of Collateral; Records; Place of Business. (a) Each Grantor agrees promptly to notify the Collateral Agent in writing of any change (i) in its corporate name, (ii) in the location of its chief executive office, its principal place of business, any office in which it maintains books or records relating to Collateral owned by it or any office or facility at which Collateral owned by it is located (including the establishment of any such new office or facility), (iii) in its identity or type of organization or corporate structure, (iv) in its Federal Taxpayer Identification Number or organizational identification number, as applicable, or (v) in its jurisdiction of organization. Each Grantor agrees to promptly provide the Collateral Agent with certified organizational documents reflecting any of the changes described in the preceding sentence. Each Grantor agrees not to effect or permit any change referred to in the preceding sentence unless all filings have been made under the Uniform Commercial Code or otherwise that are required in order for the Collateral Agent to continue at all times following such change to have a valid, legal and perfected first priority security interest in all the Collateral. Each Grantor agrees promptly to notify the Collateral Agent if any material portion of the Collateral owned or held by such Grantor is damaged or destroyed.

(b) Each Grantor agrees to maintain, at its own cost and expense, such complete and accurate records with respect to the Collateral owned by it as is consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged, but in any event to include complete accounting records indicating all payments and proceeds received with respect to any part of the Collateral, and, at such time or times as the Collateral Agent may reasonably request, promptly to prepare and deliver to the Collateral Agent a duly certified schedule or schedules in form and detail satisfactory to the Collateral Agent showing the identity, amount and location of any and all Collateral.

SECTION 4.02. Periodic Certification. Each year, at the time of delivery of annual financial statements with respect to the preceding fiscal year pursuant to Section 5.01 of the Credit Agreement, the Borrower shall deliver to the Collateral Agent a certificate executed by a Financial Officer of the Borrower (a) setting forth the information required pursuant to Section 2 of the Perfection Certificate or confirming that there has been no change in such information since the date of such certificate or the date of the most recent certificate delivered pursuant to this Section 4.02 and (b) certifying that all Uniform Commercial Code financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations, including all refilings, rerecordings and reregistrations, containing a description of the Collateral have been filed

of record in each governmental, municipal or other appropriate office in each jurisdiction identified pursuant to clause (a) above to the extent necessary to protect and perfect the Security Interest for a period of not less than 18 months after the date of such certificate (except as noted therein with respect to any continuation statements to be filed within such period). Each certificate delivered pursuant to this Section 4.02 shall identify in the format of Schedule II, III, IV or V, as applicable, all Intellectual Property of any Grantor in existence on the date thereof and not then listed on such Schedules or previously so identified to the Collateral Agent.

SECTION 4.03. Protection of Security. Each Grantor shall, at its own cost and expense, take any and all actions necessary to defend title to the Collateral against all persons and to defend the Security Interest of the Collateral Agent in the Collateral and the priority thereof against any Lien not expressly permitted pursuant to Section 6.02 of the Credit Agreement.

SECTION 4.04. Further Assurances. Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Collateral Agent may from time to time reasonably request to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest and the filing of any financing statements (including fixture filings) or other documents in connection herewith or therewith. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately pledged and delivered to the Collateral Agent, duly endorsed in a manner satisfactory to the Collateral Agent.

Without limiting the generality of the foregoing, each Grantor hereby authorizes the Collateral Agent, with prompt notice thereof to the Grantors, to supplement this Agreement by supplementing Schedule II, III, IV or V hereto or adding additional schedules hereto to specifically identify any asset or item that the Collateral Agent reasonably believes constitute Copyrights, Licenses, Patents or Trademarks; provided, however, that any Grantor shall have the right, exercisable within 10 days after it has been notified by the Collateral Agent of the specific identification of such Collateral, to advise the Collateral Agent in writing of any inaccuracy of the representations and warranties made by such Grantor hereunder with respect to such Collateral. Each Grantor agrees that it will use reasonable efforts to take such action as shall be necessary in order that all representations and warranties hereunder shall be true and correct with respect to such Collateral within 30 days after the date it has been notified by the Collateral Agent of the specific identification of such Collateral.

SECTION 4.05. Inspection and Verification. In accordance with Section 5.09 of the Credit Agreement, the Collateral Agent and such persons as the Collateral Agent may reasonably designate shall have the right, at the Grantors' own cost and expense, to inspect the Collateral, all records related thereto (and to make extracts and copies from such records) and the premises upon which any of the Collateral is located, to discuss the

Grantors' affairs with the officers of the Grantors and their independent accountants and to verify under reasonable procedures, the validity, amount, quality, quantity, value, condition and status of, or any other matter relating to, the Collateral, including, in the case of Accounts or Collateral in the possession of any third person, by contacting Account Debtors or the third person possessing such Collateral for the purpose of making such a verification (except with respect to Excluded Assets). The Collateral Agent shall have the absolute right to share any information it gains from such inspection or verification with any Secured Party (it being understood that any such information shall be deemed to be "Information" subject to the provisions of Section 9.12 of the Credit Agreement).

SECTION 4.06. Taxes; Encumbrances. At its option, the Collateral Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Collateral and not permitted pursuant to Section 6.02 of the Credit Agreement, and may pay for the maintenance and preservation of the Collateral to the extent any Grantor fails to do so as required by the Credit Agreement or this Agreement, and each Grantor jointly and severally agrees to reimburse the Collateral Agent on demand for any payment made or any reasonable expense incurred by the Collateral Agent pursuant to the foregoing authorization; provided, however, that nothing in this Section 4.06 shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Collateral Agent or any Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

SECTION 4.07. Assignment of Security Interest. If at any time any Grantor shall take a security interest in any property of an Account Debtor or any other person to secure payment and performance of an Account (except with respect to Excluded Assets), such Grantor shall promptly assign such security interest to the Collateral Agent. Such assignment need not be filed of public record unless necessary to continue the perfected status of the security interest against creditors of and transferees from the Account Debtor or other person granting the security interest.

SECTION 4.08. Continuing Obligations of the Grantors. Each Grantor shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Collateral, all in accordance with the terms and conditions thereof, and each Grantor jointly and severally agrees to indemnify and hold harmless the Collateral Agent and the Secured Parties from and against any and all liability for such performance; provided that such indemnity shall not, as to the Collateral Agent or any Secured Party, be available to the extent such liability is determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of the Collateral Agent or such Secured Party, as applicable.

SECTION 4.09. Use and Disposition of Collateral. None of the Grantors shall make or permit to be made an assignment for security, pledge or hypothecation of the Collateral or shall grant any other Lien in respect of the Collateral, except as expressly

permitted by Section 6.02 of the Credit Agreement. None of the Grantors shall make or permit to be made any transfer of the Collateral and each Grantor shall remain at all times in possession of the Collateral owned by it, except that (a) Inventory may be sold in the ordinary course of business and (b) unless and until the Collateral Agent shall notify the Grantors that an Event of Default shall have occurred and be continuing and that during the continuance thereof the Grantors shall not sell, convey, lease, assign, transfer or otherwise dispose of any Collateral (which notice may be given by telephone if promptly confirmed in writing), the Grantors may use and dispose of the Collateral in any lawful manner not prohibited by this Agreement, the Credit Agreement or any other Loan Document.

SECTION 4.10. Limitation on Modification of Accounts. Except with respect to Excluded Assets, none of the Grantors will, without the Collateral Agent's prior written consent, grant any extension of the time of payment of any of the Accounts included in the Collateral, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any person liable for the payment thereof or allow any credit or discount whatsoever thereon, other than extensions, credits, discounts, compromises or settlements granted or made in the ordinary course of business and consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged.

SECTION 4.11. Insurance. The Grantors, at their own expense, shall maintain or cause to be maintained insurance covering physical loss or damage to the Inventory and Equipment in accordance with Section 5.07 of the Credit Agreement. Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent (and attorney-in-fact) for the purpose, during the continuance of an Event of Default, of making, settling and adjusting claims in respect of Collateral under policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. In the event that any Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required hereby or to pay any premium in whole or part relating thereto, the Collateral Agent may, without waiving or releasing any obligation or liability of the Grantors hereunder or any Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Collateral Agent deems advisable. All sums disbursed by the Collateral Agent in connection with this Section 4.11, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, upon demand, by the Grantors to the Collateral Agent and shall be additional Obligations secured hereby.

SECTION 4.12. Legend. Except with respect to Excluded Assets, each Grantor shall legend, in form and manner satisfactory to the Collateral Agent, its Chattel Paper and its books, records, and documents evidencing or pertaining thereto with an appropriate reference to the fact that such Chattel Paper have been assigned to the

Collateral Agent for the benefit of the Secured Parties and that the Collateral Agent has a security interest therein.

SECTION 4.13. Covenants Regarding Patent, Trademark and Copyright Collateral. (a) Each Grantor agrees that it will not, nor will it permit any of its licensees to, do any act, or omit to do any act, whereby any Patent that is material to the conduct of such Grantor's business may become invalidated or dedicated to the public, and agrees that it shall continue to mark any products covered by a Patent with the relevant patent number as necessary and sufficient to establish and preserve its maximum rights under applicable patent laws.

(b) Each Grantor (either itself or through its licensees or its sublicensees) will, for each Trademark material to the conduct of such Grantor's business, (i) maintain such Trademark in full force free from any claim of abandonment or invalidity for non-use, (ii) maintain the quality of products and services offered under such Trademark, (iii) display such Trademark with notice of Federal or foreign registration to the extent necessary and sufficient to establish and preserve its maximum rights under applicable law and (iv) not knowingly use or knowingly permit the use of such Trademark in violation of any third party rights.

(c) Each Grantor (either itself or through licensees) will, for each work covered by a material Copyright, continue to publish, reproduce, display, adopt and distribute the work with appropriate copyright notice as necessary and sufficient to establish and preserve its maximum rights under applicable copyright laws.

(d) Each Grantor shall notify the Collateral Agent promptly if it knows or has reason to know that any Patent, Trademark or Copyright material to the conduct of its business may become abandoned, lost or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, United States Copyright Office or any court or similar office of any country) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(e) In no event shall any Grantor, either itself or through any agent, employee, licensee or designee, file an application for any Patent, Trademark or Copyright (or for the registration of any Trademark or Copyright) with the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, unless it promptly informs the Collateral Agent, and, upon request of the Collateral Agent, executes and delivers any and all agreements, instruments, documents and papers as the Collateral Agent may reasonably request to evidence the Collateral Agent's security interest in such Patent, Trademark or Copyright, and each Grantor hereby appoints the Collateral Agent as its attorney-in-fact to execute and file such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable.

(f) Each Grantor will take all necessary steps that are consistent with the practice in any proceeding before the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, to maintain and pursue each material application relating to the Patents, Trademarks and/or Copyrights (and to obtain the relevant grant or registration) and to maintain each issued Patent and each registration of the Trademarks and Copyrights that is material to the conduct of any Grantor's business, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent with good business judgment, to initiate opposition, interference and cancelation proceedings against third parties.

(g) In the event that any Grantor has reason to believe that any Collateral consisting of a Patent, Trademark or Copyright material to the conduct of any Grantor's business has been or is about to be infringed, misappropriated or diluted by a third party, such Grantor promptly shall notify the Collateral Agent and shall, if consistent with good business judgment, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are appropriate under the circumstances to protect such Collateral.

(h) Upon and during the continuance of an Event of Default, each Grantor shall use its best efforts to obtain all requisite consents or approvals by the licensor of each Copyright License, Patent License or Trademark License to effect the assignment of all of such Grantor's right, title and interest thereunder to the Collateral Agent or its designee.

SECTION 4.14. Other Actions. In order to further insure the attachment, perfection and priority of, and the ability of the Collateral Agent to enforce, the Collateral Agent's security interest in the Collateral, each Grantor agrees, in each case at such Grantor's own expense, to take the following actions with respect to the following Collateral:

(a) **Instruments and Tangible Chattel Paper.** If any Grantor shall at any time hold or acquire any Instruments or Tangible Chattel Paper, such Grantor shall forthwith endorse, assign and deliver the same to the Collateral Agent at the Collateral Agent's request, accompanied by such instruments of transfer or assignment duly executed in blank as the Collateral Agent may from time to time specify.

(b) **Deposit Accounts.** For each deposit account that any Grantor at any time opens or maintains, such Grantor shall, at the Collateral Agent's request and option, pursuant to an agreement in form and substance reasonably satisfactory to the Collateral Agent, either (a) cause the depository bank to agree to comply at any time with instructions from the Collateral Agent to such depository bank directing the disposition of funds from time to time credited to such deposit account, without further consent of such Grantor, or (b) arrange for the Collateral Agent to become the customer of the depository bank with respect to the deposit account, with the Grantor being permitted, only with the consent of the Collateral Agent, to exercise rights to withdraw funds from such deposit

account. The Collateral Agent agrees with each Grantor that the Collateral Agent shall not give any such instructions or withhold any withdrawal rights from any Grantor, unless an Event of Default has occurred and is continuing, or, after giving effect to any withdrawal would occur. The provisions of this paragraph shall not apply to (i) any deposit account for which any Grantor, the depositary bank and the Collateral Agent have entered into a cash collateral agreement specially negotiated among such Grantor, the depositary bank and the Collateral Agent for the specific purpose set forth therein and (ii) deposit accounts for which the Collateral Agent is the depositary.

(c) Investment Property. If any Grantor shall at any time hold or acquire any certificated securities, such Grantor shall promptly notify the Collateral Agent thereof and, at the Collateral Agent's request and option, such Grantor shall forthwith endorse, assign and deliver the same to the Collateral Agent, accompanied by such instruments of transfer or assignment duly executed in blank as the Collateral Agent may from time to time specify. If any securities now or hereafter acquired by any Grantor are uncertificated and are issued to such Grantor or its nominee directly by the issuer thereof, such Grantor shall promptly notify the Collateral Agent thereof and, at the Collateral Agent's request and option, pursuant to an agreement in form and substance satisfactory to the Collateral Agent, either (a) cause the issuer to agree to comply with instructions from the Collateral Agent as to such securities, without further consent of any Grantor or such nominee, or (b) arrange for the Collateral Agent to become the registered owner of the securities. If any securities, whether certificated or uncertificated, or other investment property now or hereafter acquired by any Grantor are held by such Grantor or its nominee through a securities intermediary or commodity intermediary, such Grantor shall promptly notify the Collateral Agent thereof and, at the Collateral Agent's request and option, pursuant to an agreement in form and substance reasonably satisfactory to the Collateral Agent, either (i) cause such securities intermediary or (as the case may be) commodity intermediary to agree to comply with entitlement orders or other instructions from the Collateral Agent to such securities intermediary as to such securities or other investment property, or (as the case may be) to apply any value distributed on account of any commodity contract as directed by the Collateral Agent to such commodity intermediary, in each case without further consent of any Grantor or such nominee, or (ii) in the case of Financial Assets or other Investment Property held through a securities intermediary, arrange for the Collateral Agent to become the entitlement holder with respect to such investment property, with the Grantor being permitted, only with the consent of the Collateral Agent, to exercise rights to withdraw or otherwise deal with such investment property. The Collateral Agent agrees with each of the Grantors that the Collateral Agent shall not give any such entitlement orders or instructions or directions to any such issuer, securities intermediary or commodity intermediary, and shall not withhold its consent to the exercise of any withdrawal or dealing rights by any Grantor, unless an Event of Default has occurred and is continuing, or, after giving effect to any such investment and withdrawal rights would occur. The provisions of this paragraph shall not apply to any financial assets credited to a securities account for which the Collateral Agent is the securities intermediary.

(d) Electronic Chattel Paper and Transferable Records. If any Grantor at any time holds or acquires an interest in any electronic chattel paper or any "transferable

record,” as that term is defined in Section 201 of the Federal Electronic Signatures in Global and National Commerce Act, or in §16 of the Uniform Electronic Transactions Act as in effect in any relevant jurisdiction, such Grantor shall promptly notify the Collateral Agent thereof and, at the request of the Collateral Agent, shall take such action as the Collateral Agent may reasonably request to vest in the Collateral Agent control under UCC §9-105 of such electronic chattel paper or control under Section 201 of the Federal Electronic Signatures in Global and National Commerce Act or, as the case may be, §16 of the Uniform Electronic Transactions Act, as so in effect in such jurisdiction, of such transferable record. The Collateral Agent agrees with such Grantor that the Collateral Agent will arrange, pursuant to procedures satisfactory to the Collateral Agent and so long as such procedures will not result in the Collateral Agent’s loss of control, for the Grantor to make alterations to the electronic chattel paper or transferable record permitted under UCC §9-105 or, as the case may be, Section 201 of the Federal Electronic Signatures in Global and National Commerce Act or §16 of the Uniform Electronic Transactions Act for a party in control to allow without loss of control, unless an Event of Default has occurred and is continuing or would occur after taking into account any action by such Grantor with respect to such electronic chattel paper or transferable record.

(e) Letter-of-credit Rights. If any Grantor is at any time a beneficiary under a letter of credit now or hereafter issued in favor of such Grantor, such Grantor shall promptly notify the Collateral Agent thereof and, at the request and option of the Collateral Agent, such Grantor shall, pursuant to an agreement in form and substance reasonably satisfactory to the Collateral Agent, either (i) arrange for the issuer and any confirmer of such letter of credit to consent to an assignment to the Collateral Agent of the proceeds of any drawing under the letter of credit or (ii) arrange for the Collateral Agent to become the transferee beneficiary of the letter of credit, with the Collateral Agent agreeing, in each case, that the proceeds of any drawing under the letter of credit are to be applied as provided in the Credit Agreement.

(f) Commercial Tort Claims. If any Grantor shall at any time hold or acquire a commercial tort claim, the Grantor shall promptly notify the Collateral Agent in a writing signed by such Grantor of the brief details thereof and, at the Collateral Agent’s request grant to the Collateral Agent in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Collateral Agent.

ARTICLE V

Remedies

SECTION 5.01. Remedies upon Default. Upon the occurrence and during the continuance of an Event of Default, each Grantor agrees to deliver each item of Collateral to the Collateral Agent on demand, and it is agreed that the Collateral Agent shall have the right to take any of or all the following actions at the same or different times: (a) with respect to any Collateral consisting of Intellectual Property, on demand, to cause the Security Interest to become an assignment, transfer and conveyance of any of or all such

Collateral by the applicable Grantors to the Collateral Agent, or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any such Collateral throughout the world on such terms and conditions and in such manner as the Collateral Agent shall determine (other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained), and (b) with or without legal process and with or without prior notice or demand for performance, to take possession of the Collateral and without liability for trespass to enter any premises where the Collateral may be located for the purpose of taking possession of or removing the Collateral and, generally, to exercise any and all rights afforded to a secured party under the Uniform Commercial Code or other applicable law. Without limiting the generality of the foregoing, each Grantor agrees that the Collateral Agent shall have the right, subject to the mandatory requirements of applicable law, to sell or otherwise dispose of all or any part of the Collateral, at public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Collateral Agent shall deem appropriate. The Collateral Agent shall be authorized at any such sale (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to persons who will represent and agree that they are purchasing the Collateral for their own account for investment and not with a view to the distribution or sale thereof, and upon consummation of any such sale the Collateral Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal that such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

The Collateral Agent shall give the Grantors 10 days' written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-504(3) of the Uniform Commercial Code as in effect in the State of New York or its equivalent in other jurisdictions) of the Collateral Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral, or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Collateral Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Collateral Agent may (in its sole and absolute discretion) determine. The Collateral Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Collateral Agent until the sale price is paid by the purchaser or purchasers thereof, but the Collateral Agent shall

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not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Section, any Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of any Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to such Secured Party from any Grantor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor therefor. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Collateral Agent shall be free to carry out such sale pursuant to such agreement and no Grantor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Collateral Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Collateral Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver. Any sale pursuant to the provisions of this Section 5.01 shall be deemed to conform to the commercially reasonable standards as provided in Section 9-504(3) of the Uniform Commercial Code as in effect in the State of New York or its equivalent in other jurisdictions.

SECTION 5.02. Application of Proceeds. The Collateral Agent shall apply the proceeds of any collection or sale of the Collateral, as well as any Collateral consisting of cash, as follows:

FIRST, to the payment of all reasonable costs and expenses incurred by the Administrative Agent or the Collateral Agent (in its capacity as such hereunder or under any other Loan Document) in connection with such collection or sale or otherwise in connection with this Agreement or any of the Obligations, including all court costs and the reasonable fees and expenses of its agents and legal counsel, the repayment of all advances made by the Collateral Agent hereunder or under any other Loan Document on behalf of any Grantor and any other reasonable costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Loan Document;

SECOND, to the payment in full of the Obligations (the amounts so applied to be distributed among the Secured Parties pro rata in accordance with the amounts of the Obligations owed to them on the date of any such distribution); and

THIRD, to the Grantors, their successors or assigns, or as a court of competent jurisdiction may otherwise direct.

The Collateral Agent shall have absolute discretion, such discretion being exercised in good faith and with reasonable judgment, as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of the Collateral by the Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Collateral Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof.

SECTION 5.03. Grant of License to Use Intellectual Property. For the purpose of enabling the Collateral Agent to exercise rights and remedies under this Article at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Collateral Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Grantors) to use, license or sub-license any of the Collateral consisting of Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The use of such license by the Collateral Agent shall be exercised, at the option of the Collateral Agent, upon the occurrence and during the continuation of an Event of Default; provided that any license, sub-license or other transaction entered into by the Collateral Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default.

ARTICLE VI

Miscellaneous

SECTION 6.01. Notices. All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.01 of the Credit Agreement. All communications and notices hereunder to any Subsidiary Guarantor shall be given to it in care of the Borrower at the Borrower's address set forth in Section 9.01 of the Credit Agreement.

SECTION 6.02. Security Interest Absolute. All rights of the Collateral Agent hereunder, the Security Interest and all obligations of the Grantors hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Obligations, or (d) any other circumstance that

might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Obligations or this Agreement.

SECTION 6.03. Survival of Agreement. All covenants, agreements, representations and warranties made by any Grantor herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the Secured Parties and shall survive the making by the Lenders of the Loans, and the execution and delivery to the Lenders of any notes evidencing such Loans, regardless of any investigation made by the Lenders or on their behalf, and shall continue in full force and effect until this Agreement shall terminate.

SECTION 6.04. Binding Effect; Several Agreement. This Agreement shall become effective as to any Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Grantor and the Collateral Agent and their respective successors and assigns, and shall inure to the benefit of such Grantor, the Collateral Agent and the other Secured Parties and their respective successors and assigns, except that no Grantor shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by this Agreement or the Credit Agreement. This Agreement shall be construed as a separate agreement with respect to each Grantor and may be amended, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

SECTION 6.05. Successors and Assigns. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Grantor or the Collateral Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

SECTION 6.06. Collateral Agent's Fees and Expenses; Indemnification.
 (a) Each Grantor jointly and severally agrees to pay upon demand to the Collateral Agent the amount of any and all reasonable expenses, including the reasonable fees, disbursements and other charges of its counsel and of any experts or agents, which the Collateral Agent may incur in connection with (i) the administration of this Agreement (including the customary fees and charges of the Collateral Agent for any monitoring or audits conducted by it or on its behalf with respect to the Accounts Receivable or Inventory), (ii) the custody or preservation of, or the sale of, collection from or other realization upon any of the Collateral, (iii) the exercise, enforcement or protection of any of the rights of the Collateral Agent hereunder or (iv) the failure of any Grantor to perform or observe any of the provisions hereof.

(b) Without limitation of its indemnification obligations under the other Loan Documents, each Grantor jointly and severally agrees to indemnify the Collateral Agent

and the other Indemnitees against, and hold each of them harmless from, any and all losses, claims, damages, liabilities and related expenses, including reasonable fees, disbursements and other charges of counsel, incurred by or asserted against any of them arising out of, in any way connected with, or as a result of, the execution, delivery or performance of this Agreement or any claim, litigation, investigation or proceeding relating hereto or to the Collateral, whether or not any Indemnatee is a party thereto; provided that such indemnity shall not, as to any Indemnatee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence, bad faith or willful misconduct of such Indemnatee or any of its Affiliates.

(c) Any such amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Security Documents. The provisions of this Section 6.06 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Loan Document, the consummation of the transactions contemplated hereby, the repayment of any of the Loans, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of the Collateral Agent or any Lender. All amounts due under this Section 6.06 shall be payable on written demand therefor.

SECTION 6.07. Governing Law. This agreement shall be construed in accordance with and governed by the laws of the State of New York.

SECTION 6.08. Waivers; Amendment. (a) No failure or delay of the Collateral Agent in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Collateral Agent hereunder and of the Collateral Agent, the Issuing Bank, the Administrative Agent and the Lenders under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provisions of this Agreement or any other Loan Document or consent to any departure by any Grantor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on any Grantor in any case shall entitle such Grantor or any other Grantor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 9.02 of the Credit Agreement.

SECTION 6.09. Waiver of Jury Trial. Each party hereto hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any litigation directly or indirectly arising out of, under or in connection with this Agreement or any of the other loan documents. Each party hereto (a) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver and (b) acknowledges that it and the other parties hereto have been induced to enter into this Agreement and the other loan documents, as applicable, by, among other things, the mutual waivers and certifications in this Section 6.09.

SECTION 6.10. Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 6.11. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract (subject to Section 6.04), and shall become effective as provided in Section 6.04. Delivery of an executed signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

SECTION 6.12. Headings. Article and Section headings used herein are for the purpose of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 6.13. Jurisdiction; Consent to Service of Process. (a) Each Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or the other Loan Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Collateral Agent, the Administrative Agent, the Issuing Bank or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or the other Loan Documents against any Grantor or its properties in the courts of any jurisdiction.

(b) Each Grantor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or the other Loan Documents in any New York State or Federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 6.01. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 6.14. Termination. (a) This Agreement and the Security Interest shall terminate when all the Obligations have been indefeasibly paid in full, the Lenders have no further commitment to lend, the LC Exposure has been reduced to zero and the Issuing Bank has no further commitment to issue Letters of Credit under the Credit Agreement, at which time the Collateral Agent shall execute and deliver to the Grantors or the Grantor's designee, at the Grantors' expense, all Uniform Commercial Code termination statements and similar documents which the Grantors shall reasonably request from time to time to evidence such termination. Any execution and delivery of termination statements or documents pursuant to this Section 6.14(a) shall be without recourse to or warranty by the Collateral Agent.

(b) A Subsidiary Guarantor shall automatically be released from its obligations hereunder and the Security Interest in the Collateral of such Subsidiary Guarantor shall be automatically released in the event that all the capital stock of such Subsidiary Guarantor shall be sold, transferred or otherwise disposed of to a person that is not an Affiliate of the Borrower in accordance with the terms of the Credit Agreement; provided that the Required Lenders (or, if required by the terms of the Credit Agreement, such greater percentage of the Lenders specified in the Credit Agreement) shall have consented to such sale, transfer or other disposition (to the extent required by the Credit Agreement) and the terms of such consent did not provide otherwise. The Security Interest in any Collateral that is sold, transferred or otherwise disposed of in accordance with this Agreement, the Credit Agreement and the other Loan Documents (including pursuant to a waiver or amendment of the terms thereof) shall automatically terminate and be released, and such Collateral shall be sold free and clear of the Lien and Security Interest created hereby. In connection with any of the foregoing, the Collateral Agent shall execute and deliver to the Grantors or the Grantors' designee, at the Grantors' expense, all Uniform Commercial Code termination statements and similar documents that the Grantors shall reasonably request from time to time to evidence such termination. Any execution and delivery of termination statements or documents pursuant to this Section 6.14(b) shall be without recourse to or warranty by the Collateral Agent.

SECTION 6.15. Additional Grantors. (a) Upon execution and delivery by the Collateral Agent and a Subsidiary of an instrument in the form of Annex 2 hereto, such Subsidiary shall become a Grantor hereunder with the same force and effect as if

originally named as a Grantor herein. The execution and delivery of any such instrument shall not require the consent of any Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Agreement.

SECTION 6.16. Collateral Agent Appointed Attorney-in-Fact. Each Grantor hereby appoints the Collateral Agent the attorney-in-fact of such Grantor for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument that the Collateral Agent may deem necessary or advisable to accomplish the purposes hereof, which appointment is irrevocable and coupled with an interest. Without limiting the generality of the foregoing, the Collateral Agent shall have the right, upon the occurrence and during the continuance of an Event of Default, with full power of substitution either in the Collateral Agent's name or in the name of such Grantor (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to sign the name of any Grantor on any invoice or bill of lading relating to any of the Collateral; (d) to send verifications of Accounts Receivable to any Account Debtor; (e) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (f) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; (g) to notify, or to require any Grantor to notify, Account Debtors to make payment directly to the Collateral Agent; and (h) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Collateral Agent were the absolute owner of the Collateral for all purposes. The Collateral Agent and the other Secured Parties shall be accountable only for amounts actually received as a result of the exercise of the powers granted to them herein, and neither they nor their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

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

SPRINGS WINDOW FASHIONS, LLC,

by

Name:

Title:

SPRINGS WINDOW FASHIONS
MANUFACTURING CO. USA, INC.,

by

Name:

Title:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent,

by

Name:

Title:

SUBSIDIARY GUARANTORS

Springs Window Fashions Manufacturing Co. USA, Inc.

10

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COPYRIGHTS

None.

24

LICENSES

SPRINGS WINDOW FASHIONS, LLC

OTHER PARTY	DIVISION	LICENSED TRADEMARK	LICENSED DESIGN, PATENT, OTHER	LICENSED PRODUCTS
CHF INDUSTRIES, INC.	LICENSOR	BALI		SOFT WINDOW TREATMENTS
HOME DEPOT, INC.	LICENSOR	BALI TODAY		ALUMINUM HORIZONTAL MINI-BLINDS MANUFACTURED IN ACCORDANCE WITH LICENSOR'S SPECIFICATIONS.
NEWELL INDUSTRIES CANADA, INC.	LICENSEE	CRYSTALPLEAT		WINDOW SHADES AND DRAPERIES, FABRIC AND HARDWARE THEREFOR
OXFORD HOUSE, INC.	Licensor	PATENT NO. 6186213 AND ANY CONTINUATIONS		ANY AND ALL PRODUCTS THAT ARE WITHIN ANY CLAIM OF THE LICENSED PATENTS OR MADE BY A PROCESS THAT IS WITHIN ANY CLAIM OF THE LICENSED PATENTS.
VEROSOL U.S.A. INC.	LICENSEE	"the 044 patent" or Spacer Devices	Spacer Devices	Spacers for blinds
NEWELL WINDOW FURNISHINGS, INC.	LICENSEE		U.S. PATENT NO. 4,993,131 (REEXAMINED PURSUANT TO U.S. REEXAMINATIO N CERTIFICATE 4,993,131 C1) AND ANY OTHER REISSUES, CONTINUATION S, ETC. AND CANADIAN COUNTERPART S THEREOF.	(A) ANY HORIZONTAL VENETIAN BLINDS HAVING APPROXIMATELY ONE-INCH WIDE SLATS THAT ARE MADE FOR THE PURPOSE OF BEING CUT TO SIZE AT THE POINT OF PURCHASE AND THAT ARE SOLD TO RETAILERS THAT HAVE "CURRENT EQUIPMENT" AND ARE OFFERED BY RETAILERS WITH THE OPTION OF HAVING SAID BLINDS CUT TO SIZE WITH THE CURRENT EQUIPMENT, WHETHER OR NOT SUCH MINI- BLINDS ARE ACTUALLY SIZED BY THE CURRENT EQUIPMENT; AND (B) SUCH PRODUCTS AS DESCRIBED ABOVE, EVEN THOUGH THE RETAILER PURCHASES THE PRODUCTS FROM A SOURCE OTHER THAN LICENSEE, BUT FOR WHICH THE RETAILER PAYS LICENSEE A ROYALTY OR OTHER FEE.
REN JUDKINS	LICENSEE		PATENT #5,205,334 AND DES. 348,371, PENDING PROVISIONAL	ANY AND ALL PRODUCTS THAT ARE WITHIN ANY CLAIM OF THE LICENSED PATENTS OR MADE BY A PROCESS THAT IS WITHIN ANY CLAIM OF THE LICENSED PATENTS.

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OTHER PARTY	DIVISION ROUTE	LICENSED TRADEMARK	LICENSED DESIGN, PATENT, OTHER	LICENSED PRODUCTS
			U.S. PATENT AP. #60/197,192 AND CANADIAN PATENT APPLICATION NO. 2,079,709 AND ANY CONTINUATIONS, DIVISIONS, REISSUED AND REEXAMINATIONS THEREOF. (DOUBLE SHADE)	
REN JUDKINS	LICENSEE		PATENT No. 5,275,222 AND 5,472,036 (CORD RELEASE)	ANY PRODUCTS MADE, USED OR SOLD BY OR ON BEHALF OF SPRINGS, OR ITS AUTHORIZED FABRICATORS AND SUBLICENSEES AND WHICH EMPLOY THE TECHNOLOGY DISCLOSED IN AND/OR ARE COVERED BY ONE OR MORE UNEXPIRED CLAIMS OR ANY LICENSED PATENTS.
REN JUDKINS	LICENSEE		PATENT #5,630,898 AND PENDING APPLICATIONS #08/756,282 AND #09/017,392 (SPLIT CAKE - SINGLE CELL)	ANY AND ALL PRODUCTS THAT ARE WITHIN ANY CLAIM OF THE LICENSED PATENTS OR MADE BY A PROCESS THAT IS WITHIN ANY CLAIM OF THE LICENSED PATENTS.
MANOR TEC, INC. (FORMERLY SHADE-O-MATIC LTD.)	LICENSEE		U.S. PATENT NO. 6,336,388 AND OTHER APPLICATIONS	CUTDOWN MACHINES FOR TWO-INCH BLINDS & METHODS
MANOR TEC, INC. (FORMERLY SHADE-O-MATIC LTD.)	LICENSEE		U.S. PATENT NOS. 5,806,394; 5,816,126; 6,178,857; 6,196,099; U.S. APPLICATIONS NOS. 09/414,767; 09/935,489 &	CUTDOWN MACHINES FOR MINI AND OTHER BLINDS AND METHODS

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OTHER PARTY	DIVISION ROLE	REGISTERED TRADEMARK	LICENSED DESIGN PATENT OTHER	LICENSED PRODUCTS
			OTHERS; MEXICAN APPLN. NO. 9801894	
DCB DEVELOPMENT LTD.	LICENSEE		U.S. PATENT NO. 5,655,590 AND CONTINUING CASES	BLIND WITH BOTTOM RAIL FOR STORING SLATS
LAMAR GRIGGS, D/B/A DESIGNER INSTALLATIONS BY GRIGGS	LICENSEE	IN THE GROOVE	U.S. PATENT APPLICATION #09/545,553	ANY AND ALL POLES OR RODS USED IN WINDOW TREATMENTS THAT ARE WITHIN ANY CLAIM OF THE LICENSED PATENTS OR MADE BY A PROCESS THAT IS WITHIN ANY CLAIM OF THE LICENSED PATENTS.
ALEXANDER JULIAN, INC.	LICENSEE	ALEXANDER JULIAN AT HOME, COLOURS		ANY AND ALL TYPES OF EACH OF THE VENDOR PRODUCTS LISTED IN THE AGREEMENT AS PRODUCED OR MANUFACTURED BY VENDOR OR VENDOR'S DESIGNATED AFFILIATE IN ACCORDANCE WITH PRODUCT SPECIFICATIONS WHICH BEAR THE TRADEMARKS OR ARE OTHERWISE MARKETED, PROMOTED, AND/OR DISTRIBUTED IN CONNECTION WITH THE VENDOR LICENSE RIGHTS.
DOROTHY COLLINS RALPH GOBIDAS	LICENSEE LICENSEE		PATENT 5144997 PATENT 5295595	POP OUT PLUG DESIGN CONCEPT SPECIALTY WINDOW KIT UTILIZING ARCH WINDOW FABRICATION AND INSTALLATION METHOD

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PATENTS

Springs Window Fashions, LLC	Australia	Method For Making A Pleated Expandable Cellular Product For Window Coverings	7730591	635422	5/23/2011
Springs Window Fashions, LLC	Brazil	Hanger And Pin Assembly For Displaying Merchandise	PI0107059-2		
Springs Window Fashions, LLC	Canada	Cutting Apparatus For Window Coverings And Methods Therefor	2256158	22562158	12/15/2018
Springs Window Fashions, LLC	Canada	Hanger And Pin Assembly For Displaying Merchandise	2279563	2279563	8/3/2019
Springs Window Fashions, LLC	Canada	Valance Mounting System And Method	2396296		
Springs Window Fashions, LLC	Canada	Double Shade With Modular End Caps And Method Of Assembling Same	2434528		
Springs Window Fashions, LLC	Canada	Window Covering Sample Display Device And Method	2441355		
Springs Window Fashions, LLC	Canada	Window Covering With Lifting Mechanism	2,467,622		
Springs Window Fashions, LLC	Canada	Window Covering Lifting System And Method	2483736		
Springs Window Fashions, LLC	Canada	Hanger And Pin Assembly For Displaying Merchandise	2384940		
Springs Window Fashions, LLC	Canada	Method And Apparatus For Making An Expandable Cellular Shade	2037254	2037254	2/27/2011
Springs Window Fashions, LLC	Canada	Method For Making Pleated Expandable Cellular Product For Window Coverings	2042303	2042303	5/10/2011
Springs Window Fashions, LLC	Canada	Window Blind Headrail (Design)	19942215	76023	3/25/2005
Springs Window Fashions, LLC	Canada	Window Blind Headrail (Design)	19942254	76713	6/29/2005
Springs Window Fashions, LLC	Canada	Window Blind Slat	19942255	76714	6/29/2005

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Springs Window Fashions, LLC	China	Window Covering With Lifting Mechanism	N/A		
Springs Window Fashions, LLC	China	Window Covering Lifting System And Method	20041009890 3.9		
Springs Window Fashions, LLC	EPO	Hanger And Pin Assembly For Displaying Merchandise	01957354.2		
Springs Window Fashions, LLC	Japan	Window Covering With Lifting Mechanism	2004-164223		
Springs Window Fashions, LLC	Japan	Method And Apparatus For Making An Expandable Cellular Shade	93480	2549024	3/30/2011
Springs Window Fashions, LLC	Japan	Method For Making A Pleated Expandable Cellular Product For Window Coverings	254727	2557298	9/4/2011
Springs Window Fashions, LLC	Mexico	Cutting Apparatus For Window Coverings And Methods Therefor	9810684	215900	12/15/2018
Springs Window Fashions, LLC	Mexico	Valance Mounting System And Method	PA/a/2002/ 008020		
Springs Window Fashions, LLC	Mexico	Double Shade With Modular End Caps And Method Of Assembling Same	PA/a/2003/ 005890		
Springs Window Fashions, LLC	Mexico	Window Covering Sample Display Device And Method	PA/a/2003/ 008991		
Springs Window Fashions, LLC	Mexico	Window Covering With Lifting Mechanism	PA/a2004/ 005316		
Springs Window Fashions, LLC	Mexico	Window Covering Lifting System And Method	PA/a/2004/ 009890		
Springs Window Fashions, LLC	Mexico	Apparatus And Method For Embossing And Printing Elongated Substrates	998857	215715	1/26/2019
Springs Window Fashions, LLC	Mexico	Hanger And Pin Assembly For Displaying Merchandise	PA/a/2002/ 003115		
Springs Window Fashions, LLC	New Zealand	Expandable And Collapsible Making An Expandable Cellular Shade	235089	235089	8/29/2010

[[2558922]]

Springs Window Fashions, LLC	New Zealand	Method For Making A Pleated Expandable Cellular Product For Window Coverings	238136	238136	5/14/2011
Springs Window Fashions, LLC	Taiwan	Apparatus And Method For Embossing And Printing Elongated Substrates	88102742	NI-130112	2/24/2019
Springs Window Fashions, LLC	United Kingdom	Adjustable Expandable And Collapsible Shade	9315641.2	2270946	7/28/2013
Springs Window Fashions, LLC	United Kingdom	Expandable And Collapsible Shade	9018645.3	2236551	8/24/2010
Springs Window Fashions, LLC	United Kingdom	Method And Apparatus For Making An Expandable Cellular Shade	9104910.6	2242470	3/8/2011
Springs Window Fashions, LLC	United Kingdom	Method Of Making A Pleated Expandable Cellular Product For Window Coverings	9111335.7	2247698	5/24/2011
Springs Window Fashions, LLC	United Kingdom	Support Rod Assembly For Drapery Panels	9403606.8	2280102	2/25/2014
Springs Window Fashions, LLC	USA	Expandable And Collapsible Window Covering And Methods For Making Same	08/622070		
Springs Window Fashions, LLC	USA	Window Cornice Assembly	09/022074	5890527	2/11/2018
Springs Window Fashions, LLC	USA	Cutting Apparatus For Window Coverings And Methods Therefor	09/054845	6435066	4/3/2018
Springs Window Fashions, LLC	USA	Cutting Apparatus For Window Coverings And Methods Therefor	09/244742	6782788	3/14/2020
Springs Window Fashions, LLC	USA	Cutting Apparatus For Window Coverings And Methods Therefor	09/245596	6681673	9/30/2018
Springs Window Fashions, LLC	USA	Window Covering With Artificial Creases And Method Of Manufacturing Same	09/226060	6302181	1/5/2019
Springs Window Fashions, LLC	USA	Methods Of Manufacturing Window Covering With Artificial Creases	09/976359	6673176	9/5/2019

[[2558922]]

Springs Window Fashions, LLC	USA	Window Cornice Assembly	09/022237	5967213	2/11/2018
Springs Window Fashions, LLC	USA	Window Cornice Assembly	09/022081	5927362	2/11/2018
Springs Window Fashions, LLC	USA	Apparatus And Method For Embossing And Printing Elongated Substrates	09/240951	6183671	1/29/2019
Springs Window Fashions, LLC	USA	Apparatus And Method For Embossing And Printing Elongated Substrates	09/502673	6272982	1/29/2019
Springs Window Fashions, LLC	USA	Light Controlling Cellular Shade And Method Of Making Same	09/451555	6513565	12/1/2019
Springs Window Fashions, LLC	USA	Methods Of Making Light Controlling Cellular Shades	10/313865		
Springs Window Fashions, LLC	USA	Hanger And Pin Assembly For Displaying Merchandise	09/304289	6164617	5/3/2019
Springs Window Fashions, LLC	USA	Hanger And Pin Assembly For Displaying Merchandise	09/629766	6446932	5/3/2019
Springs Window Fashions, LLC	USA	Tape Drum For A Venetian Blind Tilt Assembly	07/682145	5139073	4/8/2011
Springs Window Fashions, LLC	USA	Valance Mounting System And Method	10/162003	6672359	6/3/2022
Springs Window Fashions, LLC	USA	Cordless Blinds	10/634305		
Springs Window Fashions, LLC	USA	Cordless Blinds	10/634305		
Springs Window Fashions, LLC	USA	Double Shade With Modular End Caps And Method Of Assembling Same	10/442610		
Springs Window Fashions, LLC	USA	Window Covering Sample Display Device And Method	10/395513		
Springs Window Fashions, LLC	USA	Venetian Blind Ladder Drum And Method Of Assembling Venetian Blind	10/442378		
Springs Window Fashions, LLC	USA	Window Covering With Lifting Mechanism	10/452170		

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Springs Window Fashions, LLC	USA	Window Covering And Method Of Use	10/652179		
Springs Window Fashions, LLC	USA	Window Covering Lifting System And Method	10/951216		
Springs Window Fashions, LLC	USA	Louver Retainer And Method Of Use	10/856,720		
Springs Window Fashions, LLC	USA	Window Treatment Accessory	29/067519	D389040	1/13/2012
Springs Window Fashions, LLC	USA	Window Treatment Accessory	29/067516	D395227	6/16/2012
Springs Window Fashions, LLC	USA	Window Treatment Accessory	29/067619	D389046	1/13/2012
Springs Window Fashions, LLC	USA	Curtain Rod Holder	29/067574	D389035	1/13/2012
Springs Window Fashions, LLC	USA	Window Treatment Accessory	29/067616	D389043	1/13/2012
Springs Window Fashions, LLC	USA	Window Treatment Accessory	29/067618	D389045	1/13/2012
Springs Window Fashions, LLC	USA	Window Treatment Accessory	29/067634	D389039	1/13/2012
Springs Window Fashions, LLC	USA	Window Treatment Accessory	29/067614	D391472	3/3/2012
Springs Window Fashions, LLC	USA	Window Treatment Accessory	29/067615	D387974	12/23/2011
Springs Window Fashions, LLC	USA	Window Treatment Accessory	29/067635	D389047	1/13/2012
Springs Window Fashions, LLC	USA	Window Treatment Accessory	29/067636	D389048	1/13/2012
Springs Window Fashions, LLC	USA	Window Treatment Accessory	29/067518	D394800	6/2/2012
Springs Window Fashions, LLC	USA	Window Treatment Accessory	29/067617	D389044	1/13/2012
Springs Window Fashions, LLC	USA	Window Treatment Accessory	29/067521	D389041	1/13/2012
Springs Window Fashions, LLC	USA	Window Treatment Accessory	29/067573	D389042	1/13/2012
Springs Window Fashions, LLC	USA	Curtain Rod Holder	29/067520	D389036	1/13/2012
Springs Window Fashions, LLC	USA	Window Treatment Accessory	29/069869	D390097	2/3/2012
Springs Window Fashions, LLC	USA	Window Treatment Accessory	29/069867	D395818	7/7/2012
Springs Window Fashions, LLC	USA	Window Treatment Accessory	29/085791	D404995	2/2/2013
Springs Window Fashions, LLC	USA	Window Treatment Accessory	29/085786	D404999	2/2/2013

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Springs Window Fashions, LLC	USA	Window Treatment Accessory	29/085789	D404292	1/19/2013
Springs Window Fashions, LLC	USA	Window Treatment Accessory	29/085792	D404994	2/2/2013
Springs Window Fashions, LLC	USA	Window Treatment Accessory	29/085785	D404993	2/2/2013
Springs Window Fashions, LLC	USA	Window Treatment	29/036235	D367578	3/5/2010
Springs Window Fashions, LLC	USA	HEADRAIL (Changed From SYNERGY DOUBLE SHADE)	29/178792		
Springs Window Fashions, LLC	USA	Venetian Blind And Ladder Tape	29/212750		
Springs Window Fashions, LLC	USA	Cut Down Window Blind Method And Apparatus	60/561,650		
Springs Window Fashions, LLC	USA	Window Covering Cutting Apparatus And Methods	11/105,117		
Springs Window Fashions, LLC	USA	Blind With Light Transmitting Slats And A Method For Making	036270	4799526	1/24/2006
Springs Window Fashions, LLC	USA	Blind With Light Transmitting Slats And A Method For Making	036302	4792427	12/20/2005
Springs Window Fashions, LLC	USA	Blind Tilt Actuator	08/227072	5497820	4/13/2014
Springs Window Fashions, LLC	USA	Blind Tilt Actuator	08/576002	5662154	9/2/2014
Springs Window Fashions, LLC	USA	Adjustable Curtain Rod	08/229183	5421551	4/18/2014
Springs Window Fashions, LLC	USA	Adjustable Expandable And Collapsible Shade	08/053085	5341864	9/25/2012
Springs Window Fashions, LLC	USA	Adjustable Shade	07/011294	4753281	2/5/2007
Springs Window Fashions, LLC	USA	Arrangement For Mounting A Device On A Wall	06/859495	4915343	4/10/2007
Springs Window Fashions, LLC	USA	Bendable Drapery Rod Assembly	07/151295	4833756	2/1/2008
Springs Window Fashions, LLC	USA	Cord Equalizer For Window Shade Lift Cords	07/674139	5058650	3/25/2011
Springs Window Fashions, LLC	USA	Curtain Rod	29/065536	D391476	3/3/2012
Springs Window Fashions, LLC	USA	Curtain Rod And End Bracket Assembly	07/236610	4824062	8/25/2008

[[2558922]]

Springs Window Fashions, LLC	USA	Curtain Rod And End Bracket Assembly	07/482343	5018626	8/25/2008
Springs Window Fashions, LLC	USA	Decorative Valance	07/358940	4921031	5/30/2009
Springs Window Fashions, LLC	USA	Drapery Fixture	07/743078	5144997	8/9/2011
Springs Window Fashions, LLC	USA	Drapery Traverse Rod Master	08/439037	5560417	5/11/2015
Springs Window Fashions, LLC	USA	Hold-Down Bracket For Bottom Rail Of A Window Covering	07/656868	5069264	2/19/2011
Springs Window Fashions, LLC	USA	Method And Apparatus For Making An Expandable Cellular Product For Window Covering	07/502575	5160563	11/3/2009
Springs Window Fashions, LLC	USA	Method And Apparatus For Making An Expandable Cellular Product For Window Covering	07/577680	5702552	12/30/2017
Springs Window Fashions, LLC	USA	Releasable Operating Cord Connector For Window Covering	08/522144	5562140	8/31/2015
Springs Window Fashions, LLC	USA	Releasable Operating Cord Connector For Window Covering	08/386102	5560414	2/9/2015
Springs Window Fashions, LLC	USA	Rod And Bracket Assembly For Window And Valances	07/501486	5039049	3/30/2010
Springs Window Fashions, LLC	USA	Swag Support	07/983379	5275225	11/30/2012
Springs Window Fashions, LLC	USA	Swag Support	08/081137	5316067	11/30/2012
Springs Window Fashions, LLC	USA	Torque Responsive Motor-Drive Assembly	07/168280	4827199	3/15/2008
Springs Window Fashions, LLC	USA	Traverse Rod And Support Assembly	06/943378	4785866	12/16/2006
Springs Window Fashions, LLC	USA	Valance Molding (Design)	29/032421	D366123	1/9/2010
Springs Window Fashions, LLC	USA	Venetian Blind Headrail And Mounting Bracket System	08/321962	5533560	10/11/2014
Springs Window Fashions, LLC	USA	Venetian Blind Slat	29/054758	D386642	11/25/2011

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Springs Window Fashions, LLC	USA	Venetian Blind Slat	29/022659	D355092	2/7/2009
Springs Window Fashions, LLC	USA	Venetian Blind With Improved Ladder Tilt Drum	07/135241	4821789	12/21/2007
Springs Window Fashions, LLC	USA	Venetian Blind With Wand Operator	08/304512	5465775	6/27/2014
Springs Window Fashions, LLC	USA	Vertical Blind	08/512477	5894877	4/20/2016
Springs Window Fashions, LLC	USA	Vertical Blind Slat (Design)	29/029953	D366174	1/16/2010
Springs Window Fashions, LLC	USA	Vertical Blind With Louver Rotation Control	07/359521	4936369	6/1/2009
Springs Window Fashions, LLC	USA	Vertical Blind With Movable Auxiliary Rod Support	07/169456	4848434	3/17/2008
Springs Window Fashions, LLC	USA	Vertical Blind With Reclosable Carriage Latch	08/083310	5351741	6/25/2013
Springs Window Fashions, LLC	USA	Window Blind Headrail (Design)	29/054757	D385449	10/28/2011
Springs Window Fashions, LLC	USA	Window Blind Headrail (Design)	29/020694	D355092	2/7/2009
Springs Window Fashions, LLC	USA	Window Blind Headrail (Design)	29/020647	D355093	2/7/2009
Springs Window Fashions, LLC	USA	Window Blind Pull (Design)	29/041548	D377287	1/14/2011
Springs Window Fashions, LLC	USA	Window Blind With Wand Operator	08/266/125	5472035	6/27/2014
Springs Window Fashions, LLC	Venezuela	Cutting Apparatus For Window Coverings And Methods Therefor	2854		

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TRADEMARKS

Registered Trademarks

Springs Window Fashions, LLC

Trademark: ALEXANDRIA
Registration No.: 2,237,620
Registration Date: 4/6/99
Renewal Date: 4/6/09

Trademark: AMERICAN MAID
Registration No.: 789,063
Registration Date: 5/4/65
Renewal Date: 5/4/05

Trademark: ASPIRATIONS
Registration No.: 2,795,690
Registration Date: 12/16/2003
Renewal Date: 12/16/2013

Trademark: AUTO MATE
Registration No.: 2,659,340
Registration Date: 10/10/2002
Renewal Date: 10/10/2012

Trademark: BALI
Registration No.: 1,374,799
Registration Date: 12/10/85
Renewal Date: 12/10/05

Trademark: BALI & DESIGN
Registration No.: 2,841,207
Registration Date: 05/11/04
Renewal Date: 05/11/2014

Trademark: BALI & DESIGN
Registration No.: 1,335,578
Registration Date: 5/14/85
Renewal Date: 5/14/05

Trademark: BALI & DESIGN
Registration No.: 1,335,579
Registration Date: 5/14/85
Renewal Date: 5/14/05

Trademark: BALI MICRO
Registration No.: 1,355,390
Registration Date: 8/20/85
Renewal Date: 8/20/05

Trademark: BALI ULTRA
Registration No.: 1,476,892
Registration Date: 2/16/88
Renewal Date: 2/16/08

Trademark: CASUAL CLASSICS
Registration No.: 2,237,525
Registration Date: 4/6/99
Renewal Date: 4/6/09

Trademark: CONTRACK
Registration No.: 795,044
Registration Date: 8/31/65
Renewal Date: 8/31/05

Trademark: CONTROLMATE
Registration No.: 2,659,339
Registration Date: 12/10/2002
Renewal Date: 12/10/2012

Trademark: CORNERSTONE
Registration No.: 2,386,056
Registration Date: 9/12/00
Renewal Date: 9/12/10

Trademark: CRYSTALPLEAT
Registration No.: 1,631,633
Registration Date: 1/15/91
Renewal Date: 1/15/11

Trademark: CUSTOMISER
Registration No.: 1,296,354
Registration Date: 9/18/84
Renewal Date: 9/18/04

Trademark: DAUPHINE
Registration No.: 1,910,103
Registration Date: 8/5/95
Renewal Date: 8/5/05

Trademark: EASYUP
Registration No.: 1,160,967
Registration Date: 7/14/81
Renewal Date: 7/14/01

Trademark: EDGE OF COLOR
Registration No.: 2,754,196
Registration Date: 8/19/2003
Renewal Date: 8/19/2013

Trademark: ELEGANCE
Registration No.: 795,884
Registration Date: 9/14/65
Renewal Date: 9/14/05

Trademark: EVENPLEAT
Registration No.: 1,961,174
Registration Date: 3/5/96
Renewal Date: 3/5/06

Trademark: FASHION PLEAT
Registration No.: 1,363,420
Registration Date: 10/1/85
Renewal Date: 10/1/05

Trademark: FINE FURNITURE FOR WINDOWS
Registration No.: 2,196,764
Registration Date: 10/13/98
Renewal Date: 10/13/08

Trademark: FINELINES
Registration No.: 1,402,192
Registration Date: 7/22/86
Renewal Date: 7/22/06

Trademark: FRAMEWORKS
Registration No.: 2,784,827
Registration Date: 11/18/2003
Renewal Date: 11/18/2013

Trademark: FRESCO
Registration No.: 2,215,187
Registration Date: 12/29/98
Renewal Date: 12/29/08

Trademark: G-71 SUPER-VUE
Registration No.: 1,999,557
Registration Date: 9/10/96
Renewal Date: 9/10/06

Trademark: GRABER
Registration No.: 980,822
Registration Date: 3/26/74
Renewal Date: 3/26/04

Trademark: GRABER & NEW DESIGN
Registration No.: 2,063,143
Registration Date: 5/20/97
Renewal Date: 5/20/07

Trademark: NANIK
Registration No.: 1,135,161
Registration Date: 5/13/80
Renewal Date: 5/13/10

Trademark: NANIK
Registration No.: 1,388,028
Registration Date: 4/1/86
Renewal Date: 4/1/06

Trademark: NANIK NATURALS
Registration No.: 1,992,453
Registration Date: 8/13/96
Renewal Date: 8/13/06

Trademark: NATURE'S PORTRAIT
Registration No.: 2,153,099
Registration Date: 4/21/98
Renewal Date: 4/21/08

Trademark: NEAT PLEAT
Registration No.: 1,763,697
Registration Date: 4/6/93
Renewal Date: 4/6/03

Trademark: NEO
Registration No.: 2,037,732
Registration Date: 2/11/97
Renewal Date: 2/11/07

Trademark: ONE TOUCH
Registration No.: 1,875,960
Registration Date: 1/24/95
Renewal Date: 1/24/05

Trademark: PINNACLE
Registration No.: 1,576,419
Registration Date: 1/9/90
Renewal Date: 1/9/10

Trademark: SIMPULL
Registration No.: 1,994,705
Registration Date: 8/20/96
Renewal Date: 8/20/06

Trademark: SMARTILT
Registration No.: 2,689,123
Registration Date: 2/18/2003
Renewal Date: 2/18/2013

Trademark: SOLITAIRE
Registration No.: 2,109,744
Registration Date: 10/28/97
Renewal Date: 10/28/07

Trademark: STRUCTURES
Registration No.: 2,532,635
Registration Date: 8/7/02
Renewal Date: 8/7/12

Trademark: SUNGLASSES FOR WINDOWS
Registration No.: 1,454,283
Registration Date: 8/25/87
Renewal Date: 8/25/07

Trademark: SURECLOSE
Registration No.: 2,824,712
Registration Date: 05/18/04
Renewal Date: 05/18/2014

Trademark: SURETIGHT
Registration No.: 2,776,326
Registration Date: 10/21/2003
Renewal Date: 10/21/2013

Trademark: SYNERGY
Registration No.: 2,807,332
Registration Date: 1/20/2004
Renewal Date: 1/20/2014

Trademark: THE SHUTTERY (STYLIZED)
Registration No.: 1,458,358
Registration Date: 9/22/87
Renewal Date: 9/22/07

Trademark: THE SHUTTERY
Registration No.: 1,472,299
Registration Date: 1/12/88
Renewal Date: 1/12/08

Trademark: THE SHUTTERY & DESIGN
Registration No.: 1,462,814
Registration Date: 10/27/87
Renewal Date: 10/27/07

Trademark: TIMBERLINE
Registration No.: 1,945,534
Registration Date: 1/2/96
Renewal Date: 1/2/06

Trademark: TRADEWINDS
Registration No.: 2,877,890
Registration Date: 08/24/04
Renewal Date: 08/24/2014

Trademark: WINDOW IMAGES
Registration No.: 2,859,751
Registration Date: 07/06/04
Renewal Date: 07/06/2014

Trademark: WINDSWEPT
Registration No.: 1,683,812
Registration Date: 4/21/92
Renewal Date: 4/21/02

Trademark: WOOD WINDOW FURNITURE
Registration No.: 1,546,447
Registration Date: 7/4/89
Renewal Date: 7/4/09

Pending Trademarks

Springs Window Fashions, LLC

Trademark: ANTIQUITY
Serial No.: 76/521,965
Application Date: 6/11/2003

Trademark: BEST XPERIENCE
Serial No.: 76/534,867
Application Date: 8/4/2003

Trademark: BEX BEST EXPERIENCE
Serial No.: 76/534,866
Application Date: 8/4/2003

Trademark: CAPITAL
Serial No.: 76/617106
Application Date: 10/20/04

Trademark: DESIGN BASICS
Serial No.: 76/521963
Application Date: 02/10/03

[[2558922]]

Trademark: DURAVUE
Serial No.: 76/379,594
Application Date: 3/6/02

Trademark: IMPULSE
Serial No.: 76/397,906
Application Date: 4/19/02

Trademark: INCLINATIONS
Serial No.: 76/379,595
Application Date: 3/6/02

Trademark: LAKE FOREST
Serial No.: 76/617105
Application Date: 10/20/04

Trademark: LIGHTWEAVES
Serial No.: 76/519,790
Application Date: 6/5/2003

Trademark: N DESIGN
Serial No.: 76/518,859
Application Date: 05/12/2003

Trademark: NANIK & DESIGN
Serial No.: 76/518,858
Application Date: 05/12/2003

Trademark: ROOMSCAPES
Serial No.: 76/463,896
Application Date: 10/28/02

Trademark: SHEER ENCHANTMENT
Serial No.: 76/498,419
Application Date: 3/10/2003

Trademark: SOHO
Serial No.: 76/510,660
Application Date: 4/14/2003

Trademark: TIMELESS CREATIONS
Serial No.: 76/248,528
Application Date: 4/30/01

Trademark: TRADITIONS
Serial No.: 76/624,096
Application Date: 12/08/04

Trademark: TRANSCEND
Serial No.: 76/521,966
Application Date: 6/6/2003

PERFECTION CERTIFICATE

Reference is made to the Credit Agreement dated as of December 30, 2005 (as amended, amended and restated supplemented or otherwise modified from time to time, the "Credit Agreement"), among Springs Industries Inc., ("Holdings"), Springs Window Fashions, LLC (the "Borrower"), the lenders from time to time party thereto (the "Lenders"), JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent, and the other agent banks party thereto. Capitalized terms used but not defined herein have the meanings assigned in the Credit Agreement or the Security Agreement referred to therein, as applicable.

The undersigned, a Financial Officer of the Borrower, hereby certifies to the Collateral Agent and each other Secured Party as follows:

1. Names. (a) The exact corporate name of each Grantor, as such name appears in its respective certificate of incorporation, is set forth in Schedule 1(a).
- (b) Set forth in Schedule 1(b) are any other corporate names each Grantor has had in the past five years, together with the date of the relevant change.
- (c) Except as set forth in Schedule 1(c) hereto, no Grantor has changed its identity or corporate structure in any way within the past five years. Changes in identity or corporate structure would include mergers, consolidations and acquisitions, as well as any change in the form, nature or jurisdiction of corporate organization. If any such change has occurred, include in Schedule 1(c) the information required by Sections 1 and 2 of this certificate as to each acquired or constituent party to a merger or consolidation.
- (d) Set forth in Schedule 1(d) is a list of all other names (including trade names or similar appellations) used by each Grantor or any of its divisions or other business units in connection with the conduct of its business or the ownership of its properties at any time during the past five years.
- (e) Set forth in Schedule 1(e) is the organizational number of each Grantor that is a registered organization.
2. Current Locations. (a) The chief executive office of each Grantor is located at the address set forth in Schedule 2(a) hereto.
- (b) Set forth in Schedule 2(b) are all locations where such Grantor maintains any books or records relating to any Accounts Receivable (with each location at which chattel paper, if any, is kept being indicated by an "*").
- (c) Set forth in Schedule 2(c) are the jurisdiction of formation of each Grantor that is a registered organization.
- (d) Set forth in Schedule 2(d) opposite the name of each Grantor are all the locations where such Grantor maintains any Equipment or other Collateral not identified in Schedule 2(c).
- (e) Set forth in Schedule 2(e) are all the places of business of such Grantor not identified in paragraph (a), (b), (c) or (d) above.

3. Unusual Transactions. All Accounts have been originated by the Grantors and all Inventory has been acquired by the Grantors in the ordinary course of business except as specified in Schedule 3.

4. File Search Reports. File search reports have been obtained from each Uniform Commercial Code filing office identified with respect to such Grantor in Section 2 hereof, and such search reports reflect no liens against any of the Collateral other than those permitted under the Credit Agreement.

5. UCC Filings. Duly authenticated financing statements on Form UCC-1 in substantially the form of Schedule 5 hereto have been prepared for filing in the Uniform Commercial Code filing office in each jurisdiction identified with respect to such Grantor in Section 2(a) hereof.

6. Schedule of Filings. Attached hereto as Schedule 6 is a schedule setting forth, with respect to the filings described in Section 5 above, each filing and the filing office in which such filing is to be made.

7. Stock Ownership and other Equity Interests. Attached hereto as Schedule 7 is a true and correct list of all issued and outstanding stock, partnership interests, limited liability company membership interests or other equity interest of Holdings (except with respect to the Unrestricted Subsidiaries), the Borrower and each Subsidiary and the record and beneficial owners of such stock, partnership interests, membership interests or other equity interests. Also set forth on Schedule 7 is each equity investment of Holdings (except with respect to the Unrestricted Subsidiaries), the Borrower or any Subsidiary that represents 50% or less of the equity of the entity in which such investment was made.

8. Debt Instruments. Attached hereto as Schedule 8 is a true and correct list of all instruments, including any promissory notes, and other evidence of indebtedness held by Holdings (except with respect to the Unrestricted Subsidiaries), the Borrower and each Subsidiary that are required to be pledged under the Pledge Agreement, including all intercompany notes between Holdings, the Borrower and each Subsidiary and each Subsidiary and each other Subsidiary.

9. Advances. Attached hereto as Schedule 9 is (a) a true and correct list of all advances made by Holdings or the Borrower to any Subsidiary or any Subsidiary to Holdings or the Borrower any other Subsidiary (other than those identified on Schedule 8), which advances will be on and after the date hereof evidenced by one or more intercompany notes pledged to the Collateral Agent under the Pledge Agreement and (b) a true and correct list of all unpaid intercompany transfers of goods sold and delivered by or to the Borrower or any Subsidiary.

10. Intellectual Property. Attached hereto as Schedule 10(a) in proper form for filing with the United States Patent and Trademark Office is a schedule setting forth all of each Grantor's Patents and Trademarks, including the name of the registered owner, the registration number and the expiration date of each Patent and Trademark owned by any Grantor. Attached hereto as Schedule 10(b) in proper form for filing with the United States Copyright Office is a schedule setting forth all of each Grantor's Copyrights, including the name of the registered owner, the registration number and the expiration date of each Copyright owned by any Grantor. Attached hereto as Schedule 10(c) in proper form for filing with the United States Patent and

Trademark Office or the United States Copyright Office is a schedule setting forth all of each Grantor's Patent Licenses, Trademark Licenses, Copyright Licenses or other Licenses, including the name of the registered owner, the registration number and the expiration date of each Patent License, Trademark License or other License.

11. Commercial Tort Claims. Attached hereto as Schedule 12 is a true and correct list of commercial tort claims held by any Grantor, including a brief description thereof.

12. Mortgage Filings. Attached hereto as Schedule 12 is a schedule setting forth, with respect to each Mortgaged Property, (a) the exact name of the Person that owns such property as such name appears in its certificate of incorporation or other organizational document, (b) if different from the name identified pursuant to clause (a), the exact name of the current record owner of such property reflected in the records of the filing office for such property identified pursuant to the following clause and (c) the filing office in which a Mortgage with respect to such property must be filed or recorded in order for the Administrative Agent to obtain a perfected security interest therein.

13. Deposit Accounts. Attached hereto as Schedule 13 is a true and correct list of deposit accounts maintained by each Grantor, including the name and address of the depository institution, the type of account and the account number.

14. Securities Accounts. Attached hereto as Schedule 14 is a true and correct list of securities accounts maintained by each Grantor, including the name and address of the intermediary institution, the type of account and the account number.

IN WITNESS WHEREOF, the undersigned has duly executed this certificate on this 30th day of December 2005.

SPRINGS WINDOW FASHIONS, LLC,

by

Name:

Title: Financial Officer

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TRADEMARK
REEL: 003244 FRAME: 0255

SUPPLEMENT NO. [] dated as of [], to the Security Agreement dated as of December 30, 2005, among SPRINGS WINDOW FASHION, LLC, a Delaware limited liability company, each of the subsidiaries of the Borrower listed on Schedule I thereto (each such subsidiary individually a "Subsidiary Guarantor" and, collectively, the "Subsidiary Guarantors"; the Subsidiary Guarantors and the Borrower are referred to collectively herein as the "Grantors") and JPMORGAN CHASE BANK, N.A., a national banking corporation ("JPMorgan"), as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined herein).

A. Reference is made to (a) the Credit Agreement dated as of December 30, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Springs Industries, Inc., the Borrower, the lenders from time to time party thereto (the "Lenders"), JPMorgan, as administrative agent for the Lenders (in such capacity, the "Administrative Agent"), Collateral Agent, swingline lender and issuing bank (in such capacity, the "Issuing Bank"), and the other agent bank party thereto and (b) the Guarantee Agreement dated as of December 30, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee Agreement"), among the Guarantors and the Collateral Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement and the Credit Agreement.

C. The Grantors have entered into the Security Agreement in order to induce the Lenders to make Loans and the Issuing Bank to issue Letters of Credit. Section 6.15 of the Security Agreement provides that additional Subsidiaries of the Borrower may become Grantors under the Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiary (the "New Grantor") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Security Agreement in order to induce the Lenders to make additional Loans and the Issuing Bank to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued.

Accordingly, the Collateral Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 6.15 of the Security Agreement, the New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Grantor hereby (a) agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, the New Grantor, as security for the payment and performance in full of the Obligations (as defined in the Security Agreement), does hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of the New Grantor's right, title and interest in and to the Collateral (as defined in the Security Agreement) of the New Grantor. Each

reference to a "Grantor" in the Security Agreement shall be deemed to include the New Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of the New Grantor and the Collateral Agent. Delivery of an executed signature page to this Supplement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the location of any and all Collateral of the New Grantor and (b) set forth under its signature hereto, is the true and correct location of the chief executive office of the New Grantor.

SECTION 5. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 6. This supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 6.01 of the Security Agreement. All communications and notices hereunder to the New Grantor shall be given to it in care of the Borrower at the Borrower's address as set forth in Section 9.01 of the Credit Agreement.

SECTION 9. The New Grantor agrees to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, the New Grantor and the Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

[Name of New Grantor],

by

Name:

Title:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent,

by

Name:

Title:

[[2558922]]

LOCATION OF COLLATERAL

Description

Location

[[2558922]]