



03-27-2006



COMMERCE  
Trademark Office

**RECORDATION FORM**  
**TRADEMARK** 103205415

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

**1. Name of conveying party(ies):**

SendAMERICA, Inc

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership

☒ Corporation- State: Delaware

☐ Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached? ☐ Yes ☒ No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) 09/30/2005

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

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached? ☐ Yes

☒ No

Name: TD Banknorth, N.A.

Internal

Address: \_\_\_\_\_

Street Address: 111 Main Street

City: Burlington

State: Vermont

Country: U.S.A. Zip: 05402

☐ Association Citizenship \_\_\_\_\_

☐ General Partnership Citizenship \_\_\_\_\_

☐ Limited Partnership Citizenship \_\_\_\_\_

☐ Corporation Citizenship \_\_\_\_\_

☒ Other \_\_\_\_\_ Citizenship National Banking Assoc.

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No  
(Designations must be a separate document from assignment)

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

A. Trademark Application No.(s)

See attached

B. Trademark Registration No.(s)

See attached

Additional sheet(s) attached? ☒ Yes ☐ No

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

See Attached

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

Name: Shane W. McCormack

Internal Address: \_\_\_\_\_

Street Address: 30 Main Street, Suite 210

City: Burlington

State: Vermont Zip: 05402-0787

Phone Number: (802) 862-0500

Fax Number: (802) 862-8176

Email Address: smccormack@vtlaw1.com

**6. Total number of applications and registrations involved:**

48

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1,215.00**

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

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Signature

3/ 23 /2006

Date

Shane W. McCormack

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 003314 FRAME: 0435

**Continuation Sheet For Item 4**

<b>Application/Registration/ Serial #</b>	<b>Description</b>
76166039	SendMichigan
76165964	SendIndiana
76165993	SendWashington
76166022	SendTexas
76166023	SendTennessee
76166038	SendMinnesota
76166032	SendNewHampshire
76165982	SendNorthCarolina
76165979	SendOklahoma
76165978	SendOregon
76165968	SendGeorgia
76165958	SendConnecticut
76165998	SendNewJersey
76165992	SendWestVirginia
76165997	SendNewMexico
76165991	SendWisconsin
76165969	SendFlorida
76165822	SendAlaska
76165957	SendDelaware
76165959	SendMaine
76165960	SendLouisiana
76165966	SendIdaho
76165961	SendKentucky
76165962	SendKansas
76165965	SendIllinois
76165970	SendWyoming
76166041	SendMaryland
76165976	SendRhodeIsland
76165975	SendSouthCarolina
76165994	SendVirginia
76165995	SendUtah
76166124	SendCalifornia
76166034	SendNebraska
76166036	SendMissouri
76165967	SendHawaii
76165981	SendNorthDakota
76166033	SendNevada
76166035	SendMontana
76166037	SendMississippi
76166040	SendMassachusetts

76165980	SendOhio
76165956	SendArkansas
76165963	SendIowa
76165821	SendArizona
76166024	SendSouthDakota
76166074	SendColorado
76165996	SendNewYork
76165823	SendAlabama

**PATENT, TRADEMARK**  
**AND COPYRIGHT SECURITY AGREEMENT**

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (the "Security Agreement") is entered into as of this 30th day of September 2005, by **The Vermont Teddy Bear Co., Inc.**, a New York corporation ("VTB"), **Hibernation Company, Inc.**, a Delaware corporation ("Hibernation"), **SendAMERICA, Inc.**, a Delaware corporation ("SA"), and **Calyx & Corolla, Inc.**, a Delaware corporation ("C&C"), each with a business address of 6655 Shelburne Road, P.O. Box 965, Shelburne, Vermont 05482 (jointly and severally, the "Borrower"), in favor of **TD Banknorth, National Association**, with an office at 111 Main St., P.O. Box 409, Burlington, VT 05402-0409 (the "Bank"), as Collateral Agent under the Loan Agreement (as defined below).

WHEREAS, the Borrower, Bank and the Lenders party thereto are parties to a certain Loan Agreement dated as of September 30, 2005 (the "Loan Agreement"), and the Borrower and the Bank are parties to one or more Security Agreements, each dated as of September 30, 2005, which provide: (i) for Lender to extend certain loans to or for the account of the Borrower, and (ii) for the grant by the Borrower to Bank of a security interest in all of the Borrower's assets, including, without limitation, its patents, patent applications, trademarks, trademark applications, goodwill, service marks, trade names, trade styles, copyrights, copyright applications, mask works, trade-secrets information, and other proprietary rights, together with all additions, accessions, accessories, amendments, attachments, modifications, substitutions, and replacements, proceeds and products of any of the foregoing, as set forth in the Loan Agreement and the other Loan Documents (capitalized terms used herein and not otherwise defined have the respective meanings given in the Loan Agreement);

WHEREAS, VTB and SA each previously executed and delivered, in favor of the Bank, a Patent, Trademark and Copyright Security Agreement dated September 27, 2002, and C&C previously executed and delivered, in favor of the Bank, a Patent, Trademark and Copyright Security Agreement dated August 29, 2003, pursuant to which VTB, SA and C&C each collaterally assigned and granted security interests in all of their respective Patents, Trademarks and Copyrights (collectively, the "Prior Security Agreements");

WHEREAS, the collateral assignments were filed for recordation in the U.S. Patent and Trademark Office;

WHEREAS, in connection with the Loan Agreement, each Borrower shall collaterally assign all of their respective Patents, Trademarks and Copyrights, and confirm the prior collateral assignment and security interests previously granted to the Bank under the Prior Security Agreements.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), each Borrower and the Bank agree as follows:

1. Security Interest in Patents, Trademarks and Licenses. To secure the complete and timely satisfaction of all of Borrower's "Obligations" (as that term is defined in the Loan Agreement) to the Lenders and the performance by the Borrower of all of the Borrower's obligations under the Main Lease and the Lease Collateral Documents (as defined in the Main Lease), each Borrower hereby grants and conveys to Bank a security interest (having priority over all other security interests) with power of sale, to the extent permitted by law, in all of its now owned or existing, and hereafter acquired or arising:

- (a) patents, patent applications, including, without limitation, any invention and improvement to a patent or patent application, and those patents and patent applications listed in Schedule A (referred to as individually and collectively as the "Patents");
- (b) trademarks, registered trademarks and trademark applications, trade names, trade styles, service marks, registered service marks and service mark applications including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule B and (i) all renewals thereof, (ii) all accounts receivable, income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past, present or future infringements and dilutions thereof, and (iii) the right to sue for past, present and future infringements and dilutions thereof, and (iv) all of the Borrower's rights corresponding thereto throughout the world (all of the foregoing registered trademarks, trademark applications, trade names, trade styles, registered service marks and service mark applications, together with the items described in clauses (i)-(iv) in this Section 1(b), being sometimes hereinafter individually and/or collectively referred to as the "Trademarks";
- (c) the goodwill of Borrower's business connected with and symbolized by the Trademarks;
- (d) all general intangibles, accounts, equipment, and contract rights;
- (e) license agreements with any other party now or hereafter entered into in connection with any Trademarks or such other party's trademarks, registered trademarks and trademark applications, trade names, trade styles, service marks, registered service marks and service mark applications, whether borrower is a licensor or licensee under any such license agreement, including, but not limited to, the license agreements listed on Schedule C, and the right upon the occurrence and during the continuance of an Event of Default to use the foregoing in connection with

the enforcement of the rights of Bank under the Loan Agreement, any other Loan Document, the Main Lease or any Lease Collateral Document (all of the foregoing being hereinafter referred to collectively as the "Licenses");

together with all additions, accessions, accessories, amendments, attachments, modifications, substitutions, and replacements, proceeds and products of the foregoing.

2. Recording of Patents and Trademarks. Borrower represents and warrants that (1) the patents and patent applications listed in Schedule A, and (2) the trademark and trademark applications described in Schedule B, have each been duly filed in the U.S. Patent and Trademark Office (the "PTO"); and that no other patents, patent applications, trademarks, or trademark applications have been filed or recorded with the PTO in which the Borrower has an interest.

3. Recording of Copyrights. Borrower represents and warrants that no copyright, or copyright applications have been recorded in the U.S. Copyright Office, in which the Borrower has an interest.

4. Restrictions on Future Agreements. Borrower will not, without Bank's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Borrower further agrees that it will not take any action, and will use reasonable efforts not to permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to Bank under this Agreement or the rights associated with those Patents, Trademarks and/or Licenses which are necessary or desirable in the operation of Borrower's business.

5. New Patents, Trademarks and Licenses. Borrower represents and warrants that the Patents, Trademarks and Licenses listed on Schedules A, B and C, include all of the patents, patent applications, trademarks, trademark registrations, trademark applications, trade names, trade styles, service marks, service marks registrations, service mark applications and license agreements in connection with trademarks, registered trademarks, trademark applications, trade names, trade styles, service marks, registered service marks, service mark applications now owned or held by Borrower. If, prior to the termination of this Agreement, Borrower shall (i) create or obtain rights to any new patents, trademarks, trademark registrations, trademark applications, trade names, trade styles, service marks, service marks registrations, service mark applications, or license agreements in connection with trademarks, registered trademarks, trademark applications, trade names, trade styles, service marks, registered service marks, service mark applications or (ii) become entitled to the benefit of any patent, trademark, trademark registration, trademark application, trade name, trade style, service mark, service mark registration, service mark application, the provisions of Section 1 above shall automatically apply thereto and Borrower shall give Bank prompt written notice thereof. Borrower hereby authorizes Bank to modify this Agreement by (a) amending Schedules A, B and /or C, as the case may be, to include any future patents, trademarks, trademark registrations, trademark applications, trade name, trade styles, service marks, service mark registrations, service mark applications and trade

names that are Patents, Trademarks or Licenses under Section 1 above, or under this Section 5 (whether or not any such notice from Borrower has been sent or received), and (b) filing, in addition to and not in substitution for this Agreement, a supplement or addendum to this Agreement containing on Schedule B therein, as the case may be, such trademarks, registered trademarks, trademark applications, trade names, trade styles, service marks, registered service marks, service mark applications and trade names which are Trademarks or Licenses under Section 1 above or this Section 5 and to take any action the Bank otherwise deems appropriate to perfect or maintain the rights and interest of the Bank under this Agreement with respect to such Patents, Trademarks and Licenses.

6. Royalties. Each Borrower hereby agrees that following the occurrence of an Event of Default and the exercise of the Bank's remedies with respect to the Patents, Trademarks and Licenses, the use by Bank of the Patents, Trademarks and Licenses as authorized hereunder shall be co-extensive with Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Bank to any Borrower or anyone.

7. Nature and Continuation of Security Interest; Notice to Third Parties. This Security Agreement has the effect of giving third parties notice of the Bank's Security Interest in Borrower's patents, patent applications, trademarks, trademark applications, Licenses, and general intangibles. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Patents, Trademarks and Licenses and shall remain in full force and effect until the Obligations have been paid in full, and until all of the Borrower's obligations under the Main Lease and the Lease Collateral Documents have been performed. Each Borrower hereby confirms the validity and effectiveness of the Prior Security Agreements (as modified hereunder) and ratifies and confirms that the security interests granted under the Prior Security Agreements (as modified hereunder) remain valid and in full force and effect. Upon payment in full of the Obligations and the performance by the Borrower of all of the Borrower's obligations under the Main Lease and the Lease Collateral Documents, this Agreement, and the security interest granted hereunder, shall terminate.

8. Right to Inspect; Assignments and Security Interests. The Bank shall have the right, at any reasonable time and from time to time, to inspect Borrower's premises and to examine each of Borrower's books, records and operations relating to the Patents and the Trademarks, including, without limitation, Borrower's quality control processes; provided, that in conducting such inspections and examinations, Bank shall use reasonable efforts not to disturb unnecessarily the conduct of Borrower's ordinary business operations. From and after the occurrence of an Event of Default, under the Loan Agreement, or the Main Lease or any Lease Collateral Documents ("Event of Default"), each Borrower agrees that Bank, or a conservator appointed by Bank, shall have the right to take any action to renew or to apply for registration of any Trademarks as Bank or said conservator, on its sole judgment, may deem necessary or desirable in connection with the enforcement of the Bank's rights hereunder. Each Borrower agrees (i) not to sell or assign its respective interests in the Patents, Trademarks and/or Licenses without the prior written consent of the Bank and (ii) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof.

9. Duties of Borrower. Borrower shall have the duty, to the extent necessary or desirable in the normal conduct of Borrower's business, to (i) prosecute diligently any patent application, trademark application or service mark application that is part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, (ii) make application for patents, trademarks and service marks as Borrower deems appropriate, and (iii) preserve and maintain all of Borrower's rights in the patents, patent applications, trademark applications, service mark applications and trademark and service mark registrations that are part of the Trademarks and Licenses. Any expenses incurred in connection with the foregoing shall be borne by Borrower. Borrower shall not abandon any trademark or service mark which is the subject of a registered trademark, service mark or application therefor and which, is or shall be necessary or economically desirable in the operation of the Borrower's business. The Bank shall not have any duty with respect to the Patents, Trademarks and/or Licenses. Without limiting the generality of the foregoing, the Bank shall not be under any obligation to take any steps necessary to preserve rights in the Patents, Trademarks and/or Licenses against any other parties, but may do so at its option during the continuance of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of Borrower and added to the Obligations and liabilities secured hereby, by the Loan Documents and by the Lease Collateral Documents.

10. Bank's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, the Bank shall have the right, but shall not be obligated, to bring suit or take any other action to enforce the Patents, Trademarks and Licenses and, if the Bank shall commence any such suit or take any such action, each Borrower shall, at the request of the Bank, do any and all lawful acts and execute any and all proper documents required by the Bank in aid of such enforcement. The Borrower shall, upon demand, promptly reimburse and indemnify Bank for all costs and expenses incurred by Bank in the exercise of its rights under this Section 10 (including, without limitation, all attorneys' fees). If, for any reason whatsoever, the Bank is not reimbursed with respect to the costs and expenses referred to in the preceding sentence, such costs and expenses shall be added to the Obligations secured hereby.

11. Waivers. Each Borrower waives presentment, demand, notice, protest, notice of acceptance of this Agreement, notice of any loans made, credit or other extensions granted, collateral received or delivered or any other action taken in reliance hereon and all other demands and notices of any description, except for such demands and notices as are expressly required to be provided to the Borrower under this Agreement or any other document evidencing the Obligations under the Loan Agreement. With respect to both the Obligations and the Collateral, the Borrower assents to any extension or postponement of the time of payment or any other forgiveness or indulgence, to any substitution, exchange or release of Collateral, to the addition or release of any party or person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromise or adjustment of any thereof, all in such manner and at such time or times as the Bank may deem advisable. The Bank may exercise its rights with respect to the Collateral without resorting, or regard, to other collateral or sources of reimbursement for Obligations. The Bank shall not be deemed to have waived any of its rights with respect to the Obligations or the Collateral unless such waiver is in writing and signed by the Bank. No delay or omission on the part of the Bank in exercising any right shall operate as a



waiver of such right or any other right. A waiver on any one occasion shall not bar or waive the exercise of any right on any future occasion. All rights and remedies of the Bank in the Obligations or the Collateral, whether evidenced hereby or by any other instrument or papers, are cumulative and not exclusive of any remedies provided by law or any other agreement, and may be exercised separately or concurrently.

12. Successors and Assigns. This Agreement shall be binding upon each Borrower, their respective successors and assigns, and shall inure to the benefit of and be enforceable by the Bank and its successors and assigns. Without limiting the generality of the foregoing sentence, any Lender (including the Bank) may assign or otherwise transfer any agreement or any note held by it evidencing, securing or otherwise executed in connection with the Obligations, or sell participations in any interest therein, to any other person or entity, as provided in the Loan Agreement.

13. General. This Agreement may not be amended or modified except by a writing signed by the Borrower and the Bank, nor may the Borrower assign any of its rights hereunder. This Agreement and the terms, covenants and conditions hereof shall be construed in accordance with, and governed by, the laws of The State of Vermont (without giving effect to any conflicts of law provisions contained therein). In the event that any Collateral stands in the name of the Borrower and another or others jointly, the Bank may deal with the same for all purposes as if it belonged to or stood in the name of the Borrower alone.

14. WAIVER OF JURY TRIAL; VENUE.

EACH BORROWER AND THE BANK HEREBY WAIVE TRIAL BY JURY IN ANY LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH OR, ARISING OUT OF: (A) THIS AGREEMENT OR ANY OTHER INSTRUMENT OR DOCUMENT DELIVERED IN CONNECTION WITH THE OBLIGATIONS; OR (B) THE VALIDITY, INTERPRETATION, COLLECTION OR ENFORCEMENT THEREOF.

EACH BORROWER AGREES THAT ANY SUIT FOR THE ENFORCEMENT OF THE OBLIGATIONS, ARISING OUT OF OR IN ANY MANNER RELATING TO THIS AGREEMENT OR ANY TRANSACTION RELATING TO ANY LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF VERMONT OR ANY FEDERAL COURT SITTING THEREIN AND CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF SUCH COURT AND TO SERVICE OF PROCESS IN ANY SUCH SUIT BEING MADE UPON THE BORROWER BY MAIL AT THE ADDRESS SPECIFIED IN THE LOAN AGREEMENT. EACH BORROWER HEREBY WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH SUIT OR ANY SUCH COURT OR THAT SUCH SUIT WAS BROUGHT IN AN INCONVENIENT COURT. THE BORROWER SHALL NOT BE ENTITLED IN ANY SUCH ACTION OR PROCEEDING TO ASSERT ANY DEFENSE GIVEN OR ALLOWED UNDER THE LAWS OF ANY STATE OTHER THAN THE STATE OF VERMONT UNLESS SUCH DEFENSE IS ALSO GIVEN OR ALLOWED BY THE LAWS OF THE STATE OF VERMONT. NOTHING IN THIS SECTION SHALL AFFECT OR IMPAIR IN ANY MANNER OR TO ANY EXTENT THE

RIGHT OF THE BANK TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE  
PROCEED AGAINST THE BORROWER IN ANY JURISDICTION OR TO SERVE  
PROCESS IN ANY MANNER PERMITTED BY LAW.


Each of the Borrowers shall be obligated for all of the Obligations on a joint and several basis,  
notwithstanding which of them may have directly received the proceeds of any particular Loan or  
Advance under the Loan Agreement.

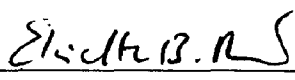
*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.


**BORROWER:**

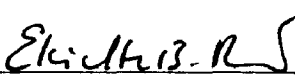
**THE VERMONT TEDDY BEAR CO., INC.**

  
Witness

By:   
Its President and duly authorized agent

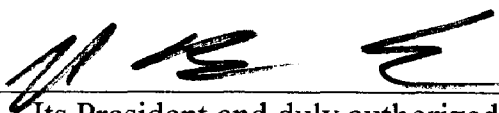
**SENDAMERICA, INC.**

  
Witness


By:   
Its President and duly authorized agent

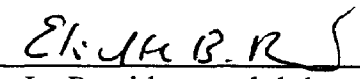
**HIBERNATION COMPANY, INC.**

  
Witness

By:   
Its President and duly authorized agent

**CALYX & COROLLA, INC.**

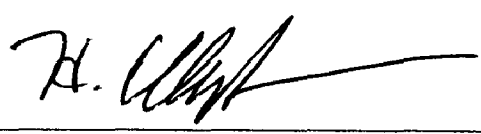
  
Witness

By:   
Its President and duly authorized agent

**BANK:**

**TD BANKNORTH, NATIONAL  
ASSOCIATION**

  
Witness

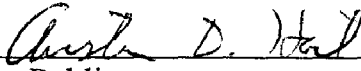
By:   
Its Vice-President and duly authorized agent

# ACKNOWLEDGMENT

STATE OF VERMONT  
County of Chittenden, SS.

At Burlington, in said County, on this 30<sup>th</sup> day of September, 2005, personally appeared Elisabeth B. Robert, President and duly authorized agent of The Vermont Teddy Bear Co., Inc., and she acknowledged this instrument, by her, sealed and subscribed, to be her free act and deed and the free act and deed of The Vermont Teddy Bear Co., Inc.


Before me,

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 2-10-2007

STATE OF VERMONT  
County of Chittenden, SS.

At Burlington, in said County, on this 30<sup>th</sup> day of September, 2005, personally appeared Elisabeth B. Robert President and duly authorized agent of SendAMERICA, Inc., and she acknowledged this instrument, by her, sealed and subscribed, to be her free act and deed and the free act and deed of SendAMERICA, Inc.

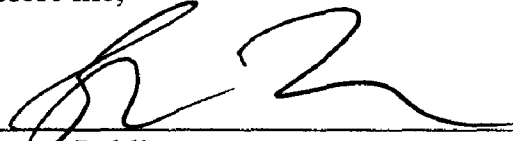
Before me,

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 2-10-2007

STATE OF VERMONT  
County of Chittenden, SS.

At Burlington, in said County, on this 30<sup>th</sup> day of September, 2005, personally appeared John Benjamin Lees, Vice President and duly authorized agent of Hibernation Company, Inc., and she acknowledged this instrument, by her, sealed and subscribed, to be her free act and deed and the free act and deed of Hibernation Company, Inc.

Before me,



Notary Public

My Commission Expires: 2-10-2007

STATE OF VERMONT  
County of Chittenden, SS.

At Burlington, in said County, on this 30<sup>th</sup> day of September, 2005, personally appeared Elizabeth D. Rebel President and duly authorized agent of Calyx & Corolla, Inc., and she acknowledged this instrument, by her, sealed and subscribed, to be her free act and deed and the free act and deed of Calyx & Corolla, Inc.

Before me,



Notary Public

My Commission Expires: 2-10-2007

ACKNOWLEDGMENT

STATE OF VERMONT  
County of Chittenden, SS.

At Burlington, in said County, on this 29<sup>th</sup> day of September, 2005, personally appeared H. Ellery Perkinson, Vice-President and duly authorized agent of TD Banknorth, National Association, and he acknowledged this instrument, by him, sealed and subscribed, to be his free act and deed and the free act and deed of TD Banknorth, National Association.

Before me,

A handwritten signature in cursive script, appearing to read "Thomas R. Welch", written over a horizontal line.

Notary Public

My Commission Expires: 2-10-2007

Schedule A  
Patents and Patent Applications

The Vermont Teddy Bear Co., Inc.

Application/Registration/ Serial #	Description	Record Owner
411595	Hybrid bear-feline Plush toy	The Vermont Teddy Bear Company, Inc.
413946	Hybrid Bear-giraffe plush toy	The Vermont Teddy Bear Company, Inc.
425147	Hybrid Bear-lion plush toy	The Vermont Teddy Bear Company, Inc.
413945	Hybrid Bear-zebra plush toy	The Vermont Teddy Bear Company, Inc.
S.N. 78/563322	Stuffed Teddy Bear	The Vermont Teddy Bear Company, Inc.
09693939	Integrated Pick Ticket	
453033	Penguin golfer stuffed toy	The Vermont Teddy Bear Company, Inc.
392697	Female birth stone bear	The Vermont Teddy Bear Company, Inc.

SendAMERICA, Inc.

None

Calyx & Corolla, Inc.

None

Schedule B  
Trademarks and Trademark Applications

The Vermont Teddy Bear Co., Inc.

Application/Registration/ Serial #	Description	Record Owner
76410778	Tastygram	The Vermont Teddy Bear Company, Inc.
76366740	Vermont Teddy Bear	The Vermont Teddy Bear Company, Inc.
76204550	Prefur'd Member	The Vermont Teddy Bear Company, Inc.
76179602	Sendamerica	The Vermont Teddy Bear Co., Inc.
76354946	Show You Care, Send a Bear	The Vermont Teddy Bear Company, Inc.
76420456	Friend for Life	The Vermont Teddy Bear Company, Inc.
76209730	MonkeyGram	The Vermont Teddy Bear Company, Inc.
76109175	Bears to Business	The Vermont Teddy Bear Company, Inc.
76209729	Pajamagram	The Vermont Teddy Bear Company, Inc.
75753152	TedEx	The Vermont Teddy Bear Company, Inc.
75775866	Huffin Puffin	The Vermont Teddy Bear Company, Inc.
75837935	SendVermont	The Vermont Teddy Bear Company, Inc.
75911599	Making the World a Better Place One Bear at a Time	The Vermont Teddy Bear Company, Inc.
75753153	Teddy Express	The Vermont Teddy Bear Company, Inc.
75911598	Nothing Says You Care Like a Bear	The Vermont Teddy Bear Company, Inc.
75896781	Heart in Circle Logo	The Vermont Teddy Bear Company, Inc.
75911447	Bears Say It Best	The Vermont Teddy Bear Company, Inc.
75425720	Coffee Cub	The Vermont Teddy Bear Company, Inc.



75892612	Love is in the Bear	The Vermont Teddy Bear Company, Inc.
75896780	Window Package Logo	The Vermont Teddy Bear Co., Inc.
75892611	The Creative Alternative to Flowers	The Vermont Teddy Bear Company, Inc.
75837934	SendAmerica	The Vermont Teddy Bear Co., Inc.
75774077	Heart in Bear	The Vermont Teddy Bear Co., Inc.
75750773	Bear-Gram	The Vermont Teddy Bear Co., Inc.
75403963	Bearanimal	The Vermont Teddy Bear Company, Inc.
75301397	Vermont Teddy Bear Co. & Design (modified)	The Vermont Teddy Bear Company, Inc.
75301396	Vermont Teddy Bear & Design	The Vermont Teddy Bear Company, Inc.
75136982	Make a Friend for Life	The Vermont Teddy Bear Company, Inc.
75044360	The All-American Teddy Bear	The Vermont Teddy Bear Company, Inc.
74442081	Vermont Bear-Gram	The Vermont Teddy Bear Company, Inc.
74442089	The Vermont Teddy Bear Co.	The Vermont Teddy Bear Company, Inc.
74442088	The Vermont Teddy Bear Company	The Vermont Teddy Bear Company, Inc.
74068728	Teddy Bear-Gram	The Vermont Teddy Bear Company, Inc.
74068730	Bear-Gram	The Vermont Teddy Bear Company, Inc.
74442087	Bear Counselor	The Vermont Teddy Bear Company, Inc.
76488699	Say It With a Bear	The Vermont Teddy Bear Company, Inc.
76498204	Lovegram	The Vermont Teddy Bear Company, Inc.
76492419	Babygram	The Vermont Teddy Bear Company, Inc.
76493323	Sweet Baby	The Vermont Teddy Bear Company, Inc.
76570373	Big Hero Little Hero	The Vermont Teddy Bear Company, Inc.

76570372	Little Hero	The Vermont Teddy Bear Company, Inc.
74270688	Teddygrams	The Vermont Teddy Bear Company, Inc.
2187868	Beau & BeeBee	The Vermont Teddy Bear Company, Inc.
75030467	The Great American Teddy Bear	The Vermont Teddy Bear Company, Inc.
1552999	The Vermont Teddy Bear Company	The Vermont Teddy Bear Company, Inc.

SendAMERICA, Inc.

76166039	SendMichigan	SendAMERICA, Inc.
76165964	SendIndiana	SendAMERICA, Inc.
76165993	SendWashington	SendAMERICA, Inc.
76166022	SendTexas	SendAMERICA, Inc.
76166023	SendTennessee	SendAMERICA, Inc.
76166038	SendMinnesota	SendAMERICA, Inc.
76166032	SendNewHampshire	SendAMERICA, Inc.
76165982	SendNorthCarolina	SendAMERICA, Inc.
76165979	SendOklahoma	SendAMERICA, Inc.
76165978	SendOregon	SendAMERICA, Inc.
76165968	SendGeorgia	SendAMERICA, Inc.
76165958	SendConnecticut	SendAMERICA, Inc.
76165998	SendNewJersey	SendAMERICA, Inc.
76165992	SendWestVirginia	SendAMERICA, Inc.
76165997	SendNewMexico	SendAMERICA, Inc.
76165991	SendWisconsin	SendAMERICA, Inc.
76165969	SendFlorida	SendAMERICA, Inc.
76165822	SendAlaska	SendAMERICA, Inc.
76165957	SendDelaware	SendAMERICA, Inc.
76165959	SendMaine	SendAMERICA, Inc.
76165960	SendLouisiana	SendAMERICA, Inc.
76165966	SendIdaho	SendAMERICA, Inc.
76165961	SendKentucky	SendAMERICA, Inc.
76165962	SendKansas	SendAMERICA, Inc.
76165965	SendIllinois	SendAMERICA, Inc.
76165970	SendWyoming	SendAMERICA, Inc.
76166041	SendMaryland	SendAMERICA, Inc.
76165976	SendRhodeIsland	SendAMERICA, Inc.
76165975	SendSouthCarolina	SendAMERICA, Inc.
76165994	SendVirginia	SendAMERICA, Inc.

76165995	SendUtah	SendAMERICA, Inc.
76166124	SendCalifornia	SendAMERICA, Inc.
76166034	SendNebraska	SendAMERICA, Inc.
76166036	SendMissouri	SendAMERICA, Inc.
76165967	SendHawaii	SendAMERICA, Inc.
76165981	SendNorthDakota	SendAMERICA, Inc.
76166033	SendNevada	SendAMERICA, Inc.
76166035	SendMontana	SendAMERICA, Inc.
76166037	SendMississippi	SendAMERICA, Inc.
76166040	SendMassachusetts	SendAMERICA, Inc.
76165980	SendOhio	SendAMERICA, Inc.
76165956	SendArkansas	SendAMERICA, Inc.
76165963	SendIowa	SendAMERICA, Inc.
76165821	SendArizona	SendAMERICA, Inc.
76166024	SendSouthDakota	SendAMERICA, Inc.
76166074	SendColorado	SendAMERICA, Inc.
76165996	SendNewYork	SendAMERICA, Inc.
76165823	SendAlabama	SendAMERICA, Inc.
1578705 UK	Tedd-Gram	SendAMERICA, Inc.
1578707 UK	Bear-Gram	SendAMERICA, Inc.

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