

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rachell Ashwell Designs, Inc.		08/29/2006	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	Goode RAD Holdings, LLC
Street Address:	667 Madison Ave
City:	New York
State/Country:	NEW JERSEY
Postal Code:	10021
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	1753006	SHABBY CHIC
Registration Number:	1759914	SHABBY CHIC
Registration Number:	1869597	SHABBY CHIC FURNISHINGS
Registration Number:	1949879	SHABBY CHIC
Registration Number:	2037399	SHABBY CHIC
Registration Number:	2136125	RACHEL ASHWELL DESIGNS
Registration Number:	2153144	SHABBY SHEETS
Registration Number:	2264912	SHABBY CHIC
Registration Number:	2297906	SHABBY CHIC
Registration Number:	2315476	SHABBY CHIC BY RACHEL ASHWELL
Registration Number:	2315707	SHABBY CHIC
Registration Number:	2330202	SHABBY CHIC BY RACHEL ASHWELL
Registration Number:	2338304	SHABBY CHIC
Registration Number:	2438798	SHABBY CHIC STUDIO

CH \$790.00 1753006

Registration Number:	2438933	SHABBY CHIC
Registration Number:	2585081	SHABBY CHIC BABY
Registration Number:	2585082	SHABBY CHIC
Registration Number:	2703186	SHABBY CHIC
Registration Number:	2715390	TREASURES BY RACHEL ASHWELL
Registration Number:	2746924	RACHEL ASHWELL
Registration Number:	2757921	SHABBY CHIC
Registration Number:	2763507	RA TREASURES BY RACHEL ASHWELL
Registration Number:	2763467	TREASURES BY RACHEL ASHWELL
Registration Number:	2876676	RA
Registration Number:	2880142	SIMPLY SHABBY CHIC
Registration Number:	2898987	RA
Registration Number:	2917782	SIMPLY SHABBY CHIC
Registration Number:	2937566	RACHEL ASHWELL
Serial Number:	76471699	RACHEL ASHWELL HOME RA SHABBY CHIC EST. 1989
Serial Number:	76580952	SIMPLY SHABBY CHIC
Serial Number:	76580953	SSC

CORRESPONDENCE DATA

Fax Number: (212)755-7306
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-326-3712
Email: sdbryan@jonesday.com, lvellut@jonesday.com
Correspondent Name: Sophia Bryan
Address Line 1: 222 East 41st Street
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	287122-600002
NAME OF SUBMITTER:	Sophia Bryan
Signature:	/sophia bryan/
Date:	08/30/2006

Total Attachments: 19
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 29, 2006 (this "Agreement"), between Rachel Ashwell Designs, Inc., a California corporation (together with its successors and assigns, the "Grantor"), and Goode RAD Holdings, LLC, a Delaware limited liability company, as Secured Party (together with its successors and assigns in such capacity, the "Secured Party"):

RECITALS:

(1) This Agreement is made pursuant to the Note and Share Purchase Agreement, dated as of June 15, 2006 (as amended, restated or otherwise modified from time to time, the "Purchase Agreement"), among the Grantor, the Ashwell Revocable Trust of 2001, Brian Dell, the Dell Revocable Trust of 2000 and the Secured Party.

(2) In connection with the Purchase Agreement, the Grantor is a party to a Security Agreement, dated as of August 29, 2006 (as amended, restated or otherwise modified from time to time, the "Security Agreement"), between the Grantor and the Secured Party, pursuant to which the Assignor has granted to the Secured Party a continuing security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

(3) Pursuant to the Security Agreement, the Grantor has granted to the Secured Party a security interest in certain Collateral, including but not limited to, all right, title and interest of the Grantor in its Intellectual Property.

(4) The Secured Party and the Grantor have agreed to execute and deliver this Agreement in order to perfect the security interest of the Secured Party in the Grantor's Intellectual Property.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby covenants and agrees with the Secured Party as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Grant of Security Interest. As security for the prompt payment and performance of the Obligations, the Grantor hereby pledges, assigns, and transfers to the Secured Party, and hereby grants to the Secured Party, a security interest in (whether now owned or hereafter acquired by the Grantor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Grantor in and to the following, whether existing now or at any time hereafter:

(i) all Copyrights (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all Patents (including, without limitation, those listed on Schedule B to this Agreement);

(iii) all Trademarks (including, without limitation, those listed on Schedule C to this Agreement);

(iv) all computer programs and software applications and source codes and all intellectual property rights thereon and all other Proprietary Information, including Trade Secrets;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all renewals of any of the foregoing;

(vii) all Permits, and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

(viii) all rights to sue and recover damages or obtain injunctive relief for past, present or future infringement, misappropriation, violation or breach of any of the foregoing;

(ix) all good will related to any of the foregoing; and

(x) all proceeds of any and all of the foregoing.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Grantor and the Secured Party primarily for recording purposes as contemplated by the Security Agreement, dated as of the date hereof, between the Grantor and the Secured Party. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

[Signature Page to Follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

RACHEL ASHWELL DESIGNS, INC

By: [Signature]

Name: Brian Dell
Title: President

STATE OF California)
COUNTY OF Los Angeles) ss:

On this 29th day of August, 2006, before me personally appeared Brian Dell, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of RACHEL ASHWELL DESIGNS, INC., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of and authorized by said corporation and that he/she acknowledged said instrument to be the free act and deed of said corporation.



[Signature]
Notary Public

IP Security Agreement

Accepted and acknowledged by:

GOODE RAD HOLDINGS, LLC

By: 

Name: David Oddi

Title:

STATE OF New York)

) ss:

COUNTY OF New York)

On this 29th day of August, 2006, before me personally appeared David Oddi, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of GOODE RAD HOLDINGS, LLC, who being by me duly sworn did depose and say that he/she is an authorized officer of said limited liability company, that the said instrument was signed on behalf of and authorized by said limited liability company and that he/she acknowledged said instrument to be the free act and deed of said limited liability company.


Notary Public

BARO LEE
NOTARY PUBLIC, State of New York
No. 01LE6126268
Qualified in New York County
Commission Expires May 02, 2009

IP Security Agreement

TRADEMARK
REEL: 003380 FRAME: 0949

Schedule A
to Intellectual Property Security Agreement

See attached.

Schedule A

Copyrights

COPYRIGHT SUMMARY

Title of Work	Nature of Work	Effective Date of Registration	Number	Author
Bella Rose White Hunt	fabric design	11/17/2003	1-239-931	Rachel Ashwell Shabby Chic Design
Blush Beauty Bouquet	fabric design	3/23/2005	1-304-307	Rachel Ashwell Designs, Inc.
Cabana Stripe Floral Bouquet		3/23/2005	1-304-308	Rachel Ashwell Designs, Inc.
Blush Beauty Trellis	fabric design	3/23/2005	1-304-303	Rachel Ashwell Designs, Inc.
Blush Beauty Viney	fabric design	3/23/2005	1-304-306	Rachel Ashwell Designs, Inc.
Bubblicious White Pink	fabric design	10/21/2004	1-287-439	Shabby Chic, Inc.
Bud Cream Pink	fabric design	3/10/2002	1-133-860	Shabby Chic, Inc.
Buds 'N Bloom	fabric design	3/23/2005	1-304-304	Rachel Ashwell Designs, Inc.
British Rose	fabric design	3/23/2005	1-304-305	Rachel Ashwell Designs, Inc.
Chelsea Taupe	fabric design	10/21/2004	1-287-441	Shabby Chic, Inc.
Cluster Cream Pink	fabric design	3/19/2002	1-133-861	Shabby Chic, Inc.
Damask White Pink	fabric design	3/19/2002	1-140-233	Shabby Chic, Inc.
Dotty Rose Cream Pink	fabric design	3/19/2002	1-138-378	Shabby Chic, Inc.

Title of Work	Nature of Work	Effective Date of Registration	Number	Author
Ribbons & Roses White Pink	fabric design	10/21/2004	1-287-438	Shabby Chic, Inc.
Rose Blossom White Pink	fabric design	3/19/2002	1-140-232	Shabby Chic, Inc.
Serenity White Willow	fabric design	3/19/2002	1-140-266	Shabby Chic, Inc.
Sprinkles White Pink	fabric design	10/21/2004	1-287-440	Shabby Chic, Inc.
Sugarplum White Blue	fabric design	10/21/2004	1-287-442	Shabby Chic, Inc.
Wedding Circles	fabric design	3/23/2005	1-304-309	Rachel Ashwell Designs, Inc.
Wildflower Bouquet White Pink	fabric design	3/19/2002	1-138-822	Shabby Chic, Inc.
Princess White Pink	fabric design	10/21/2004	1-300-834	Shabby Chic, Inc.
Cowboy White Yellow	fabric design	10/21/2004	1-300-832	Shabby Chic, Inc.
Primrose White Pink	fabric design	10/21/2004	1-300-835	Shabby Chic, Inc.
Bubblicious White Blue	fabric design	10/21/2004	1-300-831	Shabby Chic, Inc.
Rose Hem	fabric design	3/28/2005	1-302-590	Rachel Ashwell Designs, Inc.
Bella Rose White Blush	fabric design	11/17/2003	1-239-926	Rachel Ashwell Designs, Inc.
Castle Trellis Stripe	fabric design	3/18/2005	660-547	Rachel Ashwell Designs, Inc.
Champagne & Cream Floral Stripe	fabric design	3/23/2005	1-316-543	Rachel Ashwell Designs, Inc.
Dolce Floral	fabric design	3/23/2005	1-316-542	Rachel Ashwell Designs, Inc.

Title of Work	Nature of Work	Effective Date of Registration	Number	Author
Floral Trellis Ivory Pink	fabric design	11/17/2003	1-239-927	Rachel Ashwell Shabby Chic
French Lace	fabric design	3/23/2005	1-316-545	Rachel Ashwell Designs, Inc.
Jolie	fabric design	3/23/2005	1-316-547	Rachel Ashwell Designs, Inc.
Jubilee Braided Bone Pink	fabric design	11/17/2003	1-239-924	Rachel Ashwell Shabby Chic
Jubilee Ivory Pink	fabric design	11/17/2003	1-239-923	Rachel Ashwell Shabby Chic
Lavender Paisley	fabric design	3/23/2005	1-316-546	Rachel Ashwell Designs, Inc.
Petite Bouquet White Pink	fabric design	3/19/2002	1-140-267	Shabby Chic, Inc.
Rambling Rose Bone Pink	fabric design	11/26/2003	1-238-440	Rachel Ashwell Shabby Chic
Rambling Rose Butter Pink	fabric design	11/17/2003	1-239-930	Rachel Ashwell Shabby Chic
Ribbons & Roses	fabric design	3/23/2005	1-316-544	Rachel Ashwell Designs, Inc.
Rosalie	fabric design	3/18/2005	1-307-461	Rachel Ashwell Designs, Inc.
Roseblossom Ivory Pink	fabric design	8/11/2003	1-238-454	Shabby Chic, Inc.
Toile Bone Pistachio	fabric design	11/17/2003	1-239-929	Rachel Ashwell Shabby Chic
Toile Bone Sorbet	fabric design	11/17/2003	1-239-925	Rachel Ashwell Shabby Chic
Treasure Chest White Blue	fabric design	10/21/2004	1-300-833	Shabby Chic, Inc.

Title of Work	Nature of Work	Effective Date of Registration	Number	Author
Wildflower Bouquet Ivory Pink	fabric design	11/17/2003	1-239-928	Rachel Ashwell Shabby Chic
Wildflower Ivory Pink	fabric design	8/11/2003	1-238-423	Shabby Chic, Inc.
Cabana Stripe Floral Bouquet	fabric design	pending [first publication date 9/1/05]	pending	Rachel Ashwell Designs, Inc.
Toile Bone Sorbet	Print on fabric	3/5/04	VA-1-258-081	Shabby Chic, Inc.
Photography by Art Streiber	Photos in book	7/18/96	TX-4-330-366	Rachel Ashwell
Photography by Wynn Miller & Cathy Mogull; Ill. By Deborah Greenfield	Photos in book	6/29/98	TX-4-819-078	Rachel Ashwell
Photos by Amy Neunsinger; Sketches and Ill. By Deborah Greenfield	Photos and illustrations in book	4/24/00	TX-5-186-004	Rachel Ashwell
Photos by Amy Neunsinger The gift of giving	Photos in book	11/13/01	TX-5-457-932	Rachel Ashwell
Photos by Amy Neunsinger Shabby Chic Sumptuous settings and other lovely things	Photos in book	1/4/05	TX-6-117-984	Rachel Ashwell
Shabby Chic Sticker Label	Art reproduction	6/2/03	VA-1-197-356	Shabby Chic, Inc.

Title of Work	Nature of Work	Effective Date of Registration	Number	Author
Shabby Chic "Shopping large bag" label	Art reproduction	6/2/03	VA-1-197-357	Shabby Chic, Inc.
Rachel Ashwell Shabby Chic Shabby Chic tag labels	Art reproduction	6/2/03	VA-1-197-358	Shabby Chic, Inc.
Shabby Chic Frame Label	Art reproduction	6/2/03	VA-1-197-359	Shabby Chic, Inc.
Rachel Ashwell Shabby Chic "Shabby Chic spec card-baby" label	Commercial print	6/2/03	VA-1-197-360	Shabby Chic, Inc.
Rachel Ashwell Shabby Chic "Shabby Chic spec card-poplin" label	Commercial print	6/2/03	VA-1-197-361	Shabby Chic, Inc.
Shabby Chic Care Tags-Pink/Poplin Baby/Sage	Commercial print	6/2/03	VA-1-197-362	Shabby Chic, Inc.
Rachel Ashwell Shabby Chic "Shabby Chic spec card-linen" label	Commercial print	6/2/03	VA-1-197-363	Shabby Chic, Inc.
Shabby Chic Care Tags-Linen	Commercial print	6/2/03	VA-1-197-364	Shabby Chic, Inc.
Rachel Ashwell Shabby Chic "Shabby Chic care tag-slip cover" label	Commercial print	6/2/03	VA-1-197-365	Shabby Chic, Inc.

Title of Work	Nature of Work	Effective Date of Registration	Number	Author
Shabby Chic Rachel Ashwell Home "Packing tape" label	Commercial print	6/2/03	VA-1-197-366	Shabby Chic, Inc.
Shabby Chic Fabric Card	Label	9/4/03	VA-1-325-737	Shabby Chic, Inc.
Shabby Chic: No. 44, Affordable Elegance.	Videocassette	6/11/02	PA-1-086-983	Entertainment Television, Inc.
Shabby Chic: No. 49, House.	Videocassette	6/11/02	PA-1-086-985	Entertainment Television, Inc.
Shabby Chic Stick: No. 3304.	Sculpture	5/13/96	VA-787-185	Pacific Coast Lighting
Shabby Chic Oil Lamp.	Sculpture	8/9/99	VA-981-326	United Design Corporation
Shabby Chic Mirror	Sculpture	7/10/01	VA-1-091-295	United Design Corporation
Shabby Chic Wall Pocket	Sculpture	7/10/01	VA-1-091-311	United Design Corporation
Shabby Chic "Shabby Chic" a series of elegant country Christmas decorations	Multi-media sculptures	4/9/03	VA-1-206-460	Kurt S. Adler, Inc. (claimant) Kandy Schlesinger (author)
Shabby Chic Designs 2002	Designs on sculptures	8/19/02	VAu-563-682	Ohio Wholesale, Inc.
Shabby Chic Design 2003: Collection 2.	Sculptures	11/12/02	VAu-570-474	Ohio Wholesale, Inc.
Shabby Chic.	Quilt	6/10/05	VAu-670-406	Nostalgia Home Fashions, Inc.

Title of Work	Nature of Work	Effective Date of Registration	Number	Author
Floral Castle	fabric design	pending [first publication date 9/1/05]	pending	Rachel Ashwell Designs, Inc.
Forget Me Not	fabric design	pending [first publication date 9/1/05]	pending	Rachel Ashwell Designs, Inc.
Windsor Floral	fabric design	pending [first publication date 9/1/05]	pending	Rachel Ashwell Designs, Inc.
Cowboy White Yellow	fabric design	pending [first publication date 9/1/05]	pending	Shabby Chic, Inc.
Treasure Chest White Blue	fabric design	pending [first publication date 8/1/03]	pending	Shabby Chic, Inc.
Primrose White Pink	fabric design	pending [first publication date 8/1/03]	pending	Shabby Chic, Inc.
Princess White Pink	fabric design	pending [first publication date 8/1/03]	pending	Shabby Chic, Inc.

Title of Work	Nature of Work	Effective Date of Registration	Number	Author
Bubblicious White Blue	fabric design	pending [first publication date 8/1/04]	Pending	Shabby Chic, Inc.
Chelsea Pink	fabric design	pending [first publication date 8/1/03]	pending	Shabby Chic, Inc [claimant]
Bella Rose White Pink	fabric design	pending [first publication date 8/1/03]	pending	Shabby Chic, Inc [claimant]
Bella Rose White Blue	fabric design	pending [first publication date 8/1/03]	pending	Shabby Chic, Inc [claimant]
Sprinkles White Blue	fabric design	pending [first publication date 8/1/04]	pending	Shabby Chic, Inc [claimant]
Sprinkles Ivory Pink	fabric design	pending [first publication date 8/1/04]	pending	Shabby Chic, Inc [claimant]

Schedule B

Patents

None

Schedule C
to Intellectual Property Security Agreement

See attached.

Schedule C

Trademarks

TRADEMARK SUMMARY

Mark	Nature of Mark	Date Issued or Filed	Registration/ Application No	Jurisdiction	Owner
Shabby Chic	Services	2/16/1993	1,753,006	US	Shabby Chic, Inc.
Shabby Chic	Goods/Cl. 20 and 24	3/23/1993	1,759,914	US	Shabby Chic, Inc.
Shabby Chic Furnishings Logo	Goods/Cl. 20, 24, and 42	12/27/1994	1,869,597	US	Shabby Chic, Inc.
Shabby Chic	Services	1/23/1996	1,949,879	US	Shabby Chic, Inc.
Shabby Chic	Goods	2/11/1997	2,037,399	US	Shabby Chic, Inc.
Rachel Ashwell Designs	Goods/Cl. 20, 24, and 42	2/10/1998	2,136,125	US	Shabby Chic, Inc. by Assignment from Rachel Ashwell
Shabby Sheets	Goods	4/21/1998	2,153,144	US	Shabby Chic, Inc.
Shabby Chic	Goods	7/27/1999	2,264,912	US	Shabby Chic, Inc.
Shabby Chic	Goods	12/7/1999	2,297,906	US	Shabby Chic, Inc.
Shabby Chic by Rachel Ashwell	Goods/Cl. 20, 24, and 35	2/8/2000	2,315,476	US	Shabby Chic, Inc.
Shabby Chic	Goods	2/8/2000	2,315,707	US	Shabby Chic, Inc.
Shabby Chic by Rachel Ashwell	Goods	3/14/2000	2,330,202	US	Shabby Chic, Inc.
Shabby Chic	Services	4/4/2000	2,338,304	US	Shabby Chic, Inc.
Shabby Chic Studio	Goods/Cl. 20, 24, 25, and 35	3/27/2001	2,438,798	US	Shabby Chic, Inc.
Shabby Chic	Goods	3/27/2001	2,438,933	US	Shabby Chic, Inc.
Shabby Chic	Goods/ Int. Cl. 24	6/25/2002	2,585,081	US	Shabby Chic, Inc.

Mark	Nature of Mark	Date Issued or Filed	Registration/ Application No	Jurisdiction	Owner
Baby	and 25				
Shabby Chic	Goods	6/25/2002	2,585,082	US	Shabby Chic, Inc.
Shabby Chic	Goods	4/1/2003	2,703,186	US	Shabby Chic, Inc.
Treasures by Rachel Ashwell	Goods	5/13/2003	2,715,390	US	Shabby Chic, Inc.
Rachel Ashwell	Services	8/5/2003	2,746,924	US	Shabby Chic, Inc.
Shabby Chic	Goods	9/2/2003	2,757,921	US	Shabby Chic, Inc.
Treasures by Rachel Ashwell/RA Logo	Goods/Cl. 21 and 24	9/16/2003	2,763,507	US	Shabby Chic, Inc.
Treasures by Rachel Ashwell	Goods	9/16/2003	2,763,467	US	Shabby Chic, Inc.
RA	Goods/Cl. 20 and 21	8/24/2004	2,876,676	US	Shabby Chic, Inc.
Simply Shabby Chic	Goods/Cl. 16, 20, 24, and 27	8/31/2004	2,880,142	US	Shabby Chic, Inc.
Feathered Crown Logo	Goods/Cl. 21	11/2/2004	2,898,987	US	Shabby Chic, Inc.
Simply Shabby Chic	Goods/Cl. 11, 18, 20, and 21	1/11/2005	2,917,782	US	Shabby Chic, Inc.
Rachel Ashwell	Goods/Cl. 3, 11, 16, 18, 20, 21, 25, 27, and 35	4/5/2005	2,937,566	US	Shabby Chic, Inc.
Rachel Ashwell Home, RA, Shabby Chic Logo	Goods/Cl. 3, 11, 16, 18, 20, and 21	11/25/2002	S.N. 76/471,699	US	Shabby Chic, Inc.
Simply Shabby Chic/Flowers logo (based on intent to use)	Goods/Cl. 11, 16, 18, 20, 21, 24, 25, and 27	3/15/2004	S.N. 76/580,952	US	Shabby Chic, Inc.
SSC (based on	Goods/Cl. 11, 16,	3/15/2004	S.N. 76/580,953	US	Shabby Chic, Inc.

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08/21/2006

TRADEMARK
REEL: 003380 FRAME: 0962

Mark	Nature of Mark	Date Issued or Filed	Registration/ Application No	Jurisdiction	Owner
intent to use)	18, 20, 21, 24, 25, and 27				
Shabby Chic	Int. CI 20	June 19, 1992	A580,825	Australia	
Shabby Chic	Int. Class 24	4/7/1995	658,086	Australia	
Shabby Chic	No classes in Canada (comparable to Int. Classes 20 and 24)	5/13/1994	427,233	Canada	
Shabby Chic	No classes in Canada (comprehensive goods/services)	8/12/2004	616,664	Canada	
Rachel Ashwell	No classes in Canada (comprehensive goods/services)	8/7/2002	App. No. 1149080	Canada	
Rachel Ashwell, R.A., Shabby Chic/Feathered Crown Logo	No classes in Canada (comprehensive goods/services)	7/18/2003	App. No. 1183556	Canada	
Simply Shabby Chic Logo	No classes in Canada (comprehensive goods/services)	10/12/2004	App. No. 1233439	Canada	
Simply Shabby Chic	No classes in Canada (comprehensive goods/services)	10/12/2004	App. No. 1233440	Canada	
SSC	No classes in Canada (comprehensive goods/services)	10/12/2004	App. No. 1233438	Canada	
Shabby Chic	Int. Class 20	12/25/2001	App. No. 3050933	Peoples Republic of China	

Mark	Nature of Mark	Date Issued or Filed	Registration/ Application No	Jurisdiction	Owner
Shabby Chic	Int. Class 24	12/25/2001	App. No. 3050932	Peoples Republic of China	
Shabby Chic	Int. Classes 20, 24, 35, 42	10/24/2000	Reg. No. 882,035	CTM (European Union)	
Rachel Ashwell	Int. Classes 20, 21, 24 & 35	10/20/2003	Reg. No. 2797157	CTM (European Union)	
Rachel Ashwell, RA, Shabby Chic/Feathered Crown Logo	Int. Classes 20, 21, 24, 35 & 41	6/17/2003	App. No. 3,229,473	CTM (European Union)	
Shabby Chic	Int. Classes 11, 16, 18, 21, 25 & 27	3/31/2004	App. No. 3,734,531	CTM (European Union)	
Shabby Chic	Int. Class 20	5/19/2005	UK001513461	UK	Shabby Chic, Inc.
Shabby Chic	Int. Classes 16, 20, and 24	8/7/1992	Reg. No. 92,430,087	France	
Shabby Chic by Rachel Ashwell	Int. Classes 20 and 24	12/21/2004	App. No. 300341621	Hong Kong	
Shabby Chic	Int. Class 24	1/18/2002	Reg. No. 526156	Indonesia	
Shabby Chic	Int. Classes 20 and 24	4/21/1995	Reg. No. 649,199	Italy	
Shabby Chic	Int. Class 20	3/31/1995	Reg. No. 3,031,625	Japan	
Shabby Chic	Int. Class 24	7/17/1998	Reg. No. 4,168,737	Japan	
Shabby Chic	Int. Class 20	1/22/1993	Reg. No. 429,817	Mexico	
Shabby Chic	Int. Class 20	2/2/1996	Reg. No. 245810	New Zealand	