

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Rauch Industries, Inc.		12/29/2006	CORPORATION: NORTH CAROLINA
Starad Inc.		12/29/2006	CORPORATION: NEW YORK
Rauch Acquisition Corporation		12/29/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FCC, LLC		
<b>Doing Business As:</b>	DBA First Capital		
<b>Street Address:</b>	125 Town Park Drive		
<b>Internal Address:</b>	Suite 190		
<b>City:</b>	Kennesaw		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30144		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76410385	WIGGLEHEAD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)439-1819		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(404) 873-8500		
<b>Email:</b>	portia.gordon@agg.com		
<b>Correspondent Name:</b>	Ron Weiner		
<b>Address Line 1:</b>	171 17th Street, NW		
<b>Address Line 2:</b>	Suite 2100		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30363		
<b>ATTORNEY DOCKET NUMBER:</b>	22470-8		

CH \$40.00 76410385

NAME OF SUBMITTER:	Ronald Weiner
Signature:	/Ronald Weiner, Esq./
Date:	01/02/2007

**Total Attachments: 26**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** ("Agreement") is entered into, as of December 29, 2006, by RAUCH INDUSTRIES, INC., a North Carolina corporation, STARAD INC., a New York corporation, and RAUCH ACQUISITION CORPORATION, a Delaware corporation (hereinafter collectively referred to as "Grantors"), to FCC, LLC, d/b/a First Capital ("Lender").

### RECITALS

I. Lender has agreed to make a revolving loan to Rauch Industries, Inc. ("Borrower") in the amount of up to \$20,000,000.00, as is more specifically evidenced by that certain Loan and Security Agreement executed by and between Borrower and Lender of even date hereof (as the same may be amended, modified, extended, renewed, replaced and supplemented from time to time, the "Loan Agreement"). Capitalized terms not defined herein shall have the meaning ascribed thereto in the Loan Agreement.

II. Pursuant to the terms of the Loan Agreement, Grantors are required to secure their obligations with the grant of the security interest herein contained.

NOW, THEREFORE, for ten dollars (\$10.00) and other good and valuable consideration paid by Lender, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby represent, warrant, covenant and agree with Lender as follows:

### AGREEMENT

1. Grant of Security Interest. To secure the prompt, full and complete payment and performance of the obligations of Grantors under the Loan Agreement (the "Obligations"), both now existing and hereafter arising, and Grantors' other existing and future representations, warranties and covenants under the Loan Documents, Grantors grant and pledge to Lender a security interest in all of Grantors' right, title and interest in, to and under its present, existing and hereafter acquired Intellectual Property Collateral (including, without limitation, those copyrights, patents and trademarks listed on Exhibits "A", "B" and "C" attached hereto), together with all proceeds and products thereof (such as, by way of example, but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof. As used herein, "Intellectual Property Collateral" means all of Grantors' right, title and interest in and to their intellectual property, including without limitation, the following: (i) copyrights, trademarks and patents; (ii) any and all trade secrets, and any and all intellectual property rights in software and software products now or hereafter existing, created, acquired or held; (iii) any and all design rights which may be available to Borrower now or hereafter existing, created, acquired or held; (iv) any and all mask works or similar rights now or hereafter existing, created, acquired or held; (v) any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above; (vi) all licenses or

other rights to use any of the copyrights, patents or trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights; (vii) all amendments, renewals, re-issues, divisions, continuations and extensions of any of the copyrights, trademarks or patents; and (viii) all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Rights and Remedies; Exercise. This security interest is granted in conjunction with, and as a supplement to, the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those rights and remedies of Lender set forth in the Loan Agreement, the other Loan Documents and those which are now available and may hereafter become available to Lender as a matter of law and equity, including, without limitation, those set forth in the Uniform Commercial Code of the State of Georgia (the "Code") as being available to a "secured party" and "creditor". Lender may exercise the aforementioned rights and remedies as and when provided herein, in the Loan Agreement and in the other Loan Documents. Each right, power and remedy of Lender provided for herein, in the Loan Agreement, in any of the other Loan Documents, together with those rights and remedies now and hereafter existing at law and in equity, shall be cumulative and concurrent and the exercise by Lender of any one or more of the aforementioned rights and remedies shall not preclude the simultaneous and later exercise by any person, including Lender, of any or all other rights, powers and remedies.

3. Term. The Loan Agreement and the terms and provisions thereof are incorporated herein in their entirety by this reference. The term of this Agreement and the security interests granted herein shall be coterminous with the term of the security interests granted in the Loan Agreement, and notwithstanding any limitation of, moratorium on and termination of Lender's obligation to make credit extensions under the Loan Agreement, Grantors' obligations under this Agreement shall remain in full force and effect for so long as any Obligations are outstanding. It shall be an Event of Default under the Loan Documents if there is a breach or violation of any of the terms and provisions of this Agreement.

4. Registered Intellectual Property. Grantors represent and warrant that Exhibits "A", "B", and "C" attached hereto set forth any and all intellectual property rights which Grantors have registered or filed an application to register with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

5. New IP. The rights, duties and obligations outlined in the provisions of this Agreement shall automatically apply to all intellectual property and intellectual property rights, including those set forth in any licenses related to any of the foregoing, which Grantors obtain subsequent to the date of this Agreement ("New IP"). Grantors shall give to Lender written notice of all New IP that is registered (or for which an application for registration has been made) promptly after the acquisition of same, but in any event not less frequently than once per year. Grantors hereby authorize Lender to (i) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any New IP and (ii) file a duplicate original of this Agreement containing the amended exhibits reflecting the New IP in the manner described in Section 8 of this Agreement.

6. Lender's Use of Intellectual Property; No Liability. Grantors agree that the Lender's use of the Intellectual Property Collateral as authorized hereunder and in any other Loan Documents in connection with Lender's exercise of its rights and remedies shall be coextensive with Grantors' rights thereunder and Lender will have no liability for royalties and other related charges upon exercise of such rights and remedies.

7. Power of Attorney; Appointment. Grantors irrevocably designate, constitute and appoint Lender (and all persons designated by Lender in its sole and absolute discretion) as Grantors' true and lawful attorney-in-fact, and authorizes Lender and any of Lender's designees, in Grantors' or Lender's name, to take any action and execute any instrument which Lender may deem necessary or advisable to accomplish the purpose of this Agreement.

8. Filing; Patent Office and Copyright Office. Grantors hereby consent to the filing of a duplicate original of this Agreement with the United States Patent and Trademark Office and United States Copyright Office, and the filing of a duplicate of this Agreement and financing statements in any other jurisdictions and locations deemed advisable or necessary in Lender's sole discretion to protect and perfect and put the public on notice of Lender's security interest and rights in the Intellectual Property Collateral. Grantors further consent to and ratify the filing of such duplicate originals and financing statements prior to the date of this Agreement. Grantors shall from time to time execute and deliver to Lender, at the request of Lender, such other documents, instruments and records that Lender may reasonably request in form and substance reasonably satisfactory to Lender and its counsel, to perfect and continue Lender's security interest in the Intellectual Property Collateral.

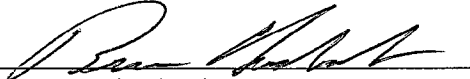
9. Governing Law, etc. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, excluding therefrom any principle of such laws which might result in the application of the laws of another jurisdiction. In addition, (i) no amendment of and waiver of a right under this Agreement will be binding unless it is in writing and signed by the party to be charged, (ii) to the extent a provision of this Agreement is unenforceable, this Agreement will be construed as if the unenforceable provision were omitted, (iii) a successor to and assignee of Lender's rights and obligations under the Loan Agreement will succeed to Lender's rights under this Agreement and (iv) all notices and other communications required or permitted herein shall be in writing and shall be deemed given when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the addresses set forth above.

10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute the same instrument.

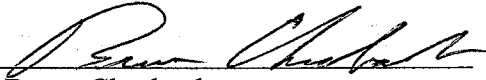
[Signatures commence on following page.]

IN WITNESS WHEREOF, Grantors have caused this Intellectual Property Security Agreement to be executed with authority duly obtained, as of the date first written above.

RAUCH INDUSTRIES, INC.,  
a North Carolina corporation

By:   
Name: Bruce Chrobak  
Title: Secretary

STARAD INC.,  
a New York corporation

By:   
Name: Bruce Chrobak  
Title: Secretary

RAUCH ACQUISITION CORPORATION,  
a Delaware corporation


By:   
Name: Bruce Chrobak  
Title: Secretary

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

EXHIBIT B

Patents

Description

Registration/  
Application Number

Registration/  
Application Date

NONE



EXHIBIT C

Trademarks

Mark	Design Class	Application No.	Filing Date
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**Exhibit A**

Title	Registration No.	Reg. Date
The night before Christmas: a series of 12 collectible ornaments in illustrated scenes and verse	VA700044	3/24/95
The masters of Christmas: 12 collectible ornaments	VA700043	3/24/95
Die cut snowflake Christmas tree skirt	VA698499	3/24/95
Frosty spray long lasting pine scent Christmas tree scent	VA698498	3/24/95
Frosty spray Christmas scent long lasting vanilla scent	VA698497	3/24/95
Santa face with red hat ornament.	VA698496	3/24/95
Snowcap spectrum tree top.	VA698291	3/24/95
Tree and snow with border tree top.	VA698290	3/24/95
Blit[z] snow spray	VA698289	3/24/95
Frosty simulated snow flo[c]k spray	VA698288	3/24/95
Frosty ice crystals	VA698287	3/24/95
Frosty Christmas stencil flock kit.	VA698286	3/24/95
Frosty stencil spray	VA698285	3/24/95
Santa with moose snowflake design.	VA698284	3/24/95
Starry reindeer.	VA698283	3/24/95
Train.	VA698282	3/24/95
Trees in snow flower ring.	VA698281	3/24/95
Wreath with bow design.	VA698280	3/24/95
Tree; Jeweled icicle.	VA698279	3/24/95
3 Victorian designs.	VA698278	3/24/95
Knife, fork, spoon.	VA698229	3/24/95
2 large circle ornaments jewelry ornaments.	VA698228	3/24/95
Set of 3 small circle ornaments.	VA698227	3/24/95
Gold snowflake design.	VA698226	3/24/95
Multi color center circle design.	VA698225	3/24/95
Matching color reflector design.	VA698224	3/24/95
Red to with red & blue paint dots.	VA698223	3/24/95
Red reflector design.	VA698222	3/24/95
Triple ball dangle with gold ribbon bow.	VA698221	3/24/95

Exhibit A

Title	Registration No.	Reg. Date
Six assorted jeweled designs, jewelry for the tree.	VA698220	3/24/95
Set of 2 moon and heart with cherubs jewelry for the tree.	VA698219	3/24/95
Set of 2 pave locket/dangle jewelry for the tree.	VA698218	3/24/95
Set of 6, 60 mm jeweled animals on a leash ornaments.	VA698217	3/24/95
Set of 4, 60 mm white diamond/birthstone ornaments.	VA698216	3/24/95
Set of 3, 60 mm iridescent jeweled ornaments.	VA698215	3/24/95
Set of 2, 80 mm jeweled bow/butterfly ornaments.	VA698214	3/24/95
Set of 8, 80 mm Christmas jeweled ornaments.	VA698213	3/24/95
Set of 3, 80 mm iridescent jeweled ornaments.	VA698212	3/24/95
Lady Godiva on a unicorn/horse.	VA698211	3/24/95
Giant Santa stocking designs.	VA698210	3/24/95
Set of 3 puff print designs on stockings.	VA698209	3/24/95
Set of 4 designs die-cut Christmas stockings.	VA698208	3/24/95
Set of 7 dressed African American angels.	VA698207	3/24/95
Victorian holly and ivy design.	VA698206	3/24/95
Candy cane design.	VA698205	3/24/95
Set of 2 snowmen designs.	VA698204	3/24/95
The night before Christmas.	VA698203	3/24/95
Night before Christmas gift tin.	VA698202	3/24/95
LuminEch: Christmas laser ornaments of distinction	TX4010911	4/23/92
Lady Godiva collectible ornaments.	TX4010910	3/24/95
Holiday products 1995.	TX4010909	3/24/95
Frosty, Kissing Santas, blanket of snow	VA658328	7/22/94
Winter ice snow puff	VA658327	7/22/94
Cartoon cat and dog stocking.	VA658326	7/22/94
Set of 3 kissing Santa stockings.	VA658325	7/22/94
Set of 4, 12 day's of Christmas stockings.	VA658324	7/22/94
Thick-thin spectrum stripe	VA650601	3/2/94
Old World multi-color mini-shapes	VA650600	3/2/94
Multi-color wave	VA650599	3/2/94
Gold glittered clear mini	VA650598	3/2/94

Exhibit A

Title	Registration No.	Reg. Date
Traditional twirl	VA650597	3/2/94
Stained glass window	VA650596	3/2/94
Gold glitter emblem on red	VA650560	3/2/94
Twelve days of Christmas	VA647141	12/22/93
Golden frost	VA632801	3/2/94
Iridescent bow with flower	VA632800	3/2/94
Red diamond	VA632799	3/2/94
Fancy Old World look	VA632798	3/2/94
Carnival	VA632797	3/2/94
Hand painted iridescent floral pattern	VA632796	3/2/94
Snowcap mirror	VA632795	3/2/94
Stained glass Santa with trees	VA632794	3/2/94
Santa face	VA632793	3/2/94
Frosty snow cap pine cone	VA632792	3/2/94
Old World traditional scroll	VA632791	3/2/94
Gold glitter net with braid	VA632790	3/2/94
Hand painted Santa figures	VA632789	3/2/94
Hand painted Old World alpine design	VA632788	3/2/94
Hand painted floral with contrast stripe	VA632787	3/2/94
Hand painted holly and poinsettia	VA632786	3/2/94
Multi-color leaf design	VA632785	3/2/94
Candle	VA632784	3/2/94
Red bow and greenery design	VA632783	3/2/94
Flower belt	VA632782	3/2/94
Hand painted soldier figures	VA632781	3/2/94
Hand painted birds	VA632780	3/2/94
Hand painted golden star on clear	VA639441	3/2/94
Hand painted gold glitter star reflector on clear	VA639440	3/2/94
Hand painted galaxy swirl	VA639439	3/2/94
Magic proudly presents the story of Noah's ark: a series of 12 ornaments.	VA619618	12/22/93
Set of 3 flag designs: bell, Santa, nutcracker.	VA619617	12/22/93

Exhibit A

Title	Registration No.	Reg. Date
Dots, explosion.	VA619604	12/22/93
Set of 4 kissing Santas.	VA619603	12/22/93
Column, stars	VA619602	12/22/93
Reindeer with stars.	VA619601	12/22/93
Moon & stars design.	VA619600	12/22/93
Art deco design.	VA619599	12/22/93
The story of Noah's ark	VA619598	12/22/93
Noah's ark gift tin.	VA619597	12/22/93
Roman garden bell, ball, teardrop.	VA619596	12/22/93
Scribble.	VA619595	12/22/93
Snowflakes, starburst	VA619594	12/22/93
Two tone/feather swirl.	VA566553	3/1/93
Handpainted spinner.	VA561396	3/1/93
Handpainted glitter floral print.	VA561395	3/1/93
Pearl flower.	VA561394	3/1/93
Splashes.	VA561393	3/1/93
Floral print.	VA561392	3/1/93
12 days of Christmas.	VA561391	3/1/93
Iron grillwork/flower ring.	VA561390	3/1/93
Iridescent/swirls/argyle.	VA561389	3/1/93
Glitter fountain, oval burst.	VA561388	3/1/93
Shell, winter elegance scroll.	VA561387	3/1/93
Ivy vine, symmetric butterfly.	VA561386	3/1/93
Drape & tassel, Christmas fan.	VA561385	3/1/93
Christmas bow, tree & star.	VA561384	3/1/93
Stripes & trees, stars & shadows.	VA561383	3/1/93
Fancy drops.	VA561382	3/1/93
Starboops, toys, sunburst.	VA561381	3/1/93
Ladybug, square deal.	VA561380	3/1/93
Set of 12 days of Christmas laser etched designs.	VA561379	3/1/93
Holly/tracks/stars.	VA555139	3/1/93

Exhibit A

Title	Registration No.	Reg. Date
Hand painted glitter diamond snowcap.	VA555126	3/1/93
Set of magic glass decorated ornaments.	VA555125	3/1/93
Magic satin decorated ornament.	VA555124	3/1/93
Handpainted frosted star.	VA555123	3/1/93
[12 days of Christmas gift set]	VA543699	4/23/92
Short needle garland.	VA502161	4/23/92
Victoria collection.	VA502160	4/23/92
Magic decorator collection.	VA502159	4/23/92
[Tiffany fringe]	VA530421	4/23/92
Break in case of emergency.	VA530420	4/23/92
[Bird in a cage]	VA530419	4/23/92
[Golden vineyard leaf design]	VA516484	4/23/92
[Traditional snowcap reflector]	VA516483	4/23/92
[Sugar plum butterfly]	VA516482	4/23/92
The Nutcracker dream, set of 10 banded gifted ornaments.	VA531118	8/25/92
LuminEch.	VA529476	4/23/92
Luminetch full Santa face	VA511656	4/23/92
Luminetch partridge design	VA511655	4/23/92
Traditional spiral design	VA511654	4/23/92
Christmas poinsettia design	VA511653	4/23/92
Christmas pastime design	VA511652	4/23/92
Rose emblem design	VA511651	4/23/92
Luminetch bell design	VA511650	4/23/92
Toys, holly, grapes	VA511649	4/23/92
Highland holiday tree & holly designs	VA511648	4/23/92
Simply gold design	VA511647	4/23/92
Electric carousel design	VA511646	4/23/92
Golden vineyard design	VA511645	4/23/92
Past tyme melody	VA511644	4/23/92
Hunters glen reindeer/pinecone design	VA511643	4/23/92
Morning bouquet design	VA511642	4/23/92

Exhibit A

Title	Registration No.	Reg. Date
Winter elegance design	VA511641	4/23/92
Highland holidays scroll design	VA511640	4/23/92
Sugar plum skaters	VA511639	4/23/92
Golden ivy	VA511638	4/23/92
Christmas scroll design	VA511637	4/23/92
Sugar plum stardust	VA511636	4/23/92
Scroll design	VA511593	4/23/92
Single snowflakes	VA511592	4/23/92
Victoria decorator garland	VA511848	4/23/92
Halloween party garland	VA511847	4/23/92
Halloween party garland	VA511843	4/23/92
Hunters Glen holly design.	VA511772	4/23/92
Bracelet/bell design.	VA511771	4/23/92
Copper sheen design.	VA511770	4/23/92
Floral, stuffed.	VA511769	4/23/92
Antique ebony Santa.	VA511768	4/23/92
Bracelet, stripe design.	VA511767	4/23/92
13 Halloween stencils.	VA504913	4/23/92
LuminEich: Christmas laser ornaments of distinction.	VA501650	4/23/92
The Twelve days of Christmas.	VA501649	4/23/92
The Nutcracker dream: a series of 10 collectible ornaments.	VA521386	8/25/92
Hand decorated ornaments: 25 ornaments.	VA521385	8/25/92
Frosty blanket of snow.	VA521384	8/25/92
Trees, bows, park scene	VA511660	4/23/92
Rainbow snowcap design	VA511659	4/23/92
Tassel design	VA511658	4/23/92
Christmas pastime bell design.	VA511657	4/23/92
The Twelve days of Christmas.	VA504960	4/23/92
Satin-Sheen Christmas decorations.	VA504959	4/23/92
Halloween stencil kit.	VA504956	4/23/92
Peace on Earth.	VA501091	4/23/92

Exhibit A

Title	Registration No.	Reg. Date
Winter snowman.	VA501090	4/23/92
Santa's list.	VA501089	4/23/92
Shell, winter elegance scroll	VA501901	3/1/93
Star of Bethlehem.	VA500814	4/23/92
Holiday flag set.	VA500811	4/23/92
Rauch Industries, Inc.: decorations of distinction.	TX4010912	3/24/95
Rauch Industries, Inc.: decorations of distinction.	TX3868333	3/2/94
Winter snowman	TX3868334	4/23/92
Holiday flag set.	TX3507967	4/23/92
Rauch Industries, Inc.: decorations of distinction.	TX3507968	3/1/93
Rauch Industries, Inc.: decorations of distinction.	TX3299784	4/23/92
Lady Godiva collectible ornaments	TX3299785	3/24/95
Christopher Radko's ornaments / text by Olivia Bell Buehl.	TX5044615	10/12/99
Memories of yesteryear / aChristopher Radko.	TX5551144	6/21/02
Memories of yesteryear / aChristopher Radko.	TX5551145	6/21/02
Christopher Radko's Heart of Christmas / text by aOlivia Bell.	TX5584785	8/1/02
When a tree falls.	TXu956502	5/1/00
Christopher Radko--designer glass, 1990.	VA597120	12/19/94
Christopher Radko--1991.	VA597121	12/19/94
Christopher Radko--1992.	VA597122	12/19/94
Christopher Radko--1993.	VA597123	12/19/94
Christopher Radko--1994.	VA597124	12/19/94
Starad Christmas catalogue 1986 : no. 861-8650, 8601-86022.	VA672277	12/19/94
A Starad Christmas 1987 : no. 871-8779.	VA672278	12/19/94
[Collection of ornaments--1981] : no. 881-8880.	VA672279	12/19/94
Designer glass by Christopher Radko 1989 : no. 9-1--9-109.	VA672280	12/19/94
Designer glass : 1989 / by Christopher Radko.	VA672352	1/18/95
Designer glass : 1990 / by Christopher Radko.	VA672353	1/18/95
Christopher Radko : 1991.	VA672354	1/18/95
Christopher Radko : 1992.	VA672355	1/18/95
Christopher Radko : 1993.	VA672356	1/18/95
Christopher Radko : 1994.	VA672357	1/18/95



Exhibit A

Title	Registration No.	Reg. Date
Christopher Radko : 1996.	VA790271	5/29/96
Christopher Radko : 1997.	VA856590	5/27/97
Christopher Radko : 1998.	VA915442	4/15/98
[Collection of ornaments (holidays)] : spring 1998.	VA918384	4/15/98
Home for the holidays : the 1997 collection.	VA919201	4/15/98
New introductions 1998.	VA979980	4/15/99
Summer introductions.	VA979981	4/15/99
Christopher Radco 1998.	VA979982	4/15/99
Sparkling works of heart in handcrafted glass 1999.	VA979983	4/22/99
Christopher Radko's ornaments / text by aOlivia Bell Buehl.	VA991268	10/12/99
2000 spring ornaments and home for the holidays collection.	VA1025499	12/9/99
Christopher Radko 2000 gifts from the heart for all occasions.	VA1056689	11/15/00
Collection of ornaments--1990. By acChristopher Radko, 1960-.	VA1066157	1/30/01
Collection of ornaments--1991. By acChristopher Radko, 1960-.	VA1066158	1/30/01
Collection of ornaments--1992. By acChristopher Radko, 1960-.	VA1066159	1/30/01
Collection of ornaments--1993. By acChristopher Radko, 1960-.	VA1066160	1/30/01
Collection of ornaments--1994. By acChristopher Radko, 1960-.	VA1066161	1/30/01
Collection of ornaments--1989. By acChristopher Radko, 1960-.	VA1066162	1/30/01
Collection of ornaments--1986. By acChristopher Radko, 1960-.	VA1066163	1/30/01
Collection of ornaments--1987. By acChristopher Radko, 1960-.	VA1066164	1/30/01
Collection of ornaments--1988. By acChristopher Radko, 1960-.	VA1066165	1/30/01
Collection of ornaments--1989. By acChristopher Radko, 1960-.	VA1066166	1/30/01
Collection of ornaments--1990. By acChristopher Radko, 1960-.	VA1066167	1/30/01
Collection of ornaments--1991. By acChristopher Radko, 1960-.	VA1066168	1/30/01
Collection of ornaments--1992. By acChristopher Radko, 1960-.	VA1066169	1/30/01
Collection of ornaments--1993. By acChristopher Radko, 1960-.	VA1066170	1/30/01
Collection of ornaments--1994. By acChristopher Radko, 1960-.	VA1066171	1/30/01
Collection of ornaments--1996. By acChristopher Radko, 1960-.	VA1066172	1/30/01
Collection of ornaments--1997. By acChristopher Radko, 1960-.	VA1066173	1/30/01
Collection of ornaments--1998. By acChristopher Radko, 1960-.	VA1066174	1/30/01
Collection of ornaments (holidays): spring 1998. By acChristopher Radko, 1960-.	VA1066175	1/30/01

**Exhibit A**

Title	Registration No.	Reg. Date
Home for the holidays--1997. By acChristopher Radko, 1960-.	VA1066176	1/30/01
New introductions--1998. By acChristopher Radko, 1960-.	VA1066177	1/30/01
Summer introductions. By acChristoher Radko, 1960-.	VA1066178	1/30/01
Home for the holidays--1998. By acChristopher Radko, 1960-.	VA1066179	1/30/01
Collection of ornaments--1999. By acChristopher Radko, 1960-.	VA1066180	1/30/01
2000 spring ornaments and home for the holidays collection. By acChristopher Radko, 1960-.	VA1066181	1/30/01
Christopher Radko woodland winds : a collection of enchanting friends.	VA1070708	1/26/01
Starlight--for the Christopher Radko collector : winter 1999/2000.	VA1081120	1/19/01
Starlight--for the Christopher Radko collector : spring 2000.	VA1081121	1/19/01
Christopher Radko--celebrating 15 years] : 2000 mid-year.	VA1081122	1/19/01
Christopher Radko--holiday candy containers and treasure boxes.	VA1081123	1/19/01
Starlight--for the Christopher Radko collector : summer 2000.	VA1081124	1/19/01
Christopher Radko--home for the holidays collection.	VA1081125	1/19/01
Starlight--for the Christopher Radko collector : autumn 2000.	VA1081126	1/19/01
Starlight--for the Christopher Radko collector : winter 2000.	VA1081127	1/19/01
Christopher Radko 2001 Gifts from the heart for all occasions.	VA1107931	1/26/01
Frosty blanket of snow	VA1107932	8/25/92
Christopher Radko 2001 spring ornaments and home for the holidays collection.	VA1130541	1/26/01
The Nutcracker dream: a series of 10 collectible ornaments	VA1151598	10/24/02
Christopher Radko Presenting 2001 mid-year introductions.	VA1162186	11/13/02
Christopher Radko Presenting 2002 spring : featuring Home for the holidays collection.	VA1162187	11/13/02
Holiday jewelry collection : Starad, Inc./Christopher Radko.	VA1162188	11/13/02
Presenting fine fashion jewelry by Christopher Radko.	VA1162189	11/13/02
Christopher Radko Presenting spring 2002 : featuring spring glass collection.	VA1162190	11/13/02
Christopher Radko presents Shiny Brite : 2002 collection.	VA1162191	11/13/02
Handpainted frosted star	VA1164874	11/8/02
Magic satin decorated ornament	VA1164875	11/8/02

Exhibit A

Title	Registration No.	Reg. Date
Set of magic glass decorated ornaments	VA1164876	11/8/02
Handpainted glitter diamond snowcap	VA1170011	3/1/93
American classics collection by Christopher Radko exclusively for Target.	VA1172457	11/26/02
Set of 12 days of Christmas laser etched designs	VA1325235	8/8/05
Ladybug, square deal	VA1325236	8/8/05
Christopher Radko, the tenth anniversary collection, 1995.	VAu314197	1/18/95
Collection of ornaments--1995. By acChristopher Radko, 1960-.	VAu481115	6/30/01
Christopher Radko studio collection : The studio collection catalogue.	VAu512087	1/19/01
License Agreement by and between Syratech Corp. and its subsidiaries ("Licensee") and Morehead, Inc.		October 7, 1997 amended September 31, 2002
License Agreement by and between Syratech Corp. and its subsidiaries ("Licensee") and Lo Coco Licensing.		December 15, 2000
Limited License Agreement by and between Rauch Industries, Inc. ("Licensee") and JG Motorsports, Inc. ("Licensor").		July 18, 2003
Limited License Agreement by and between Rauch Industries, Inc. ("Licensee") and JG Motorsports, Inc. ("Licensor")		July 18, 2003
License Agreement by and among National Association for Stock Car Auto Racing, Inc. ("Licensor") and Rauch Industries, Inc. ("Licensee")		July 1, 2003
License Agreement by and among Dale Earnhardt, Inc. ("Licensor") and Rauch Industries, Inc. ("Licensee")		July 1, 2003
License Agreement by and among Dale Earnhardt, Inc. ("Licensor") and Rauch Industries, Inc. ("Licensee")		July 1, 2003
License Agreement by and among Dale Earnhardt, Inc. ("Licensor") and Rauch Industries, Inc. ("Licensee")		July 1, 2003

Exhibit A

Title	Registration No.	Reg. Date
License Agreement by and among the Zrike Company, Inc. and Starad Inc.		September 21, 2000
License Agreement by and among MBI, Inc. and Starad Inc.		February 22, 2006
License Agreement by and among Jaguar and Starad Inc.		June 1, 2003
License Agreement by and among Ford Motor Company and Starad Inc.		June 1, 2003
License Agreement by and among Land Rover Discovery and Starad Inc.		June 1, 2003
License Agreement by and among Ross Acquisition, Inc. and Starad Inc.		July 22, 2003
License Agreement by and among Volkswagen AG and Starad Inc.		January 21, 2005

Exhibit A

Title	Registration No.	Reg. Date
<p>Various license agreements have been entered into with Affinity Marketing Consultants, Inc. and various Greek organization licensors. A form of such agreements has been provided. A list of licensors licensing intellectual property under such agreements is as follows:</p> <ul style="list-style-type: none"> <li>• Alpha Delta Pi Sorority</li> <li>• Delta Gamma Fraternity</li> <li>• Alpha Chi Omega Sorority</li> <li>• Gamma Phi Beta Sorority</li> <li>• Delta Zeta Sorority</li> <li>• Phi Mu Fraternity</li> <li>• Alpha Phi Fraternity</li> <li>• Delta Delta Delta Sorority</li> <li>• Alpha Omicron Pi Fraternity</li> <li>• Chi Omega Fraternity</li> <li>• Kappa Delta Sorority</li> <li>• Pi Kappa Alpha Fraternity</li> <li>• Sigma Alpha Epsilon Fraternity</li> <li>• Sigma Chi Fraternity</li> <li>• Sigma Phi Epsilon Fraternity</li> <li>• Tau Kappa Epsilon Fraternity</li> <li>• Pi Beta Phi Fraternity</li> </ul>		

Exhibit B

**Exhibit C**

Country	Serial Number	Reg. Number	Word Mark	Status
			<b>CHRISTOPHER RADKO</b>	
ARGENTINA	2125903	1724553	CHRISTOPHER RADKO	Registered
ARGENTINA	2125904	1724414	CHRISTOPHER RADKO	Registered
ARGENTINA	2125905	1724415	CHRISTOPHER RADKO	Registered
ARGENTINA	2125906		DESIGN (OF STAR)	Abandoned
ARGENTINA	2125907		DESIGN (OF STAR)	Abandoned
ARGENTINA	2125908		DESIGN (OF STAR)	Abandoned
AUSTRALIA	751659	751659	CHRISTOPHER RADKO	Registered
AUSTRALIA	751660	751660	DESIGN (OF STAR)	Registered
BRAZIL	620624688		CHRISTOPHER RADKO	Pending
BRAZIL	620624840		CHRISTOPHER RADKO	Pending
BRAZIL	620624858	620624858	CHRISTOPHER RADKO	Registered
BRAZIL	20001981	20001981	CHRISTOPHER RADKO	Registered
BRAZIL	624681738		CHRISTOPHER RADKO	Pending
BRAZIL	620624682		DESIGN (OF STAR)	Pending
BRAZIL	620624631		DESIGN (OF STAR)	Pending
BRAZIL	620624623		DESIGN (OF STAR)	Pending
CANADA	0865354	512334	CHRISTOPHER RADKO	Registered
CANADA	0865355	511206	DESIGN (OF STAR)	Registered
CANADA	1031259		RISING STAR STORE	Abandoned
CANADA	1029726		STARLIGHT STORE	Abandoned
CANADA	1002510		THE BRIDE'S TREE	Abandoned
CANADA	1002511		THE DESIGNER TREE	Abandoned
CHINA	9800005821	1310417	CHRISTOPHER RADKO	Registered
CHINA	9800005822	1282865	CHRISTOPHER RADKO	Registered
CHINA	9800005823	1278613	CHRISTOPHER RADKO	Registered
CHINA	9800005824	1265883	CHRISTOPHER RADKO	Registered
CHINA	9800005828		DESIGN (OF STAR)	Abandoned
CHINA	9800005827	1275617	DESIGN (OF STAR)	Registered
CHINA	9800005826	1266380	DESIGN (OF STAR)	Registered
CHINA	9800005825	1275454	DESIGN (OF STAR)	Registered

**Exhibit C**

Country	Serial Number	Reg. Number	Word Mark	Status
CZECH REPUBLIC	128963	218375	CHRISTOPHER RADKO	Registered
CZECH REPUBLIC	128962	218374	DESIGN (OF STAR)	Registered
EUROPEAN UNION	179267	179267	CHRISTOPHER RADKO	Registered
EUROPEAN UNION	713792	713792	DESIGN (OF STAR)	Registered
EUROPEAN UNION	2939700		GLASSIQUE	Abandoned
EUROPEAN UNION	2939692		HOLIDAY CELEBRATIONS BY CHRISTOPHER RADKO	Abandoned
EUROPEAN UNION	2939718		TINY-BRITE	Abandoned
EUROPEAN UNION			TWIRL-BRITE	Abandoned
EUROPEAN UNION			WIGGLE HEAD	Abandoned
HONG KONG	96 00904	20001349	CHRISTOPHER RADKO	Registered
HONG KONG	96 00905	19991008	CHRISTOPHER RADKO	Registered
HONG KONG	199910989AA	199910989AA	CHRISTOPHER RADKO	Registered
HONG KONG	9600902	19914132	DESIGN (OF STAR)	Registered
HONG KONG	96 00903	199904782	DESIGN (OF STAR)	Registered
HONG KONG	199904782AA	199904782AA	STAR DEVICE (Design only)	Registered
INDIA	783635	783635	CHRISTOPHER RADKO	Registered
INDIA	783527		CHRISTOPHER RADKO	Abandoned
INDIA	783528		CHRISTOPHER RADKO	Abandoned
INDIA	783529		DESIGN (OF STAR)	Pending
INDIA	783530		DESIGN (OF STAR)	Pending
INDIA	783534		DESIGN (OF STAR)	Abandoned
INDONESIA	D98-4023	434214	CHRISTOPHER RADKO	Pending
INDONESIA	D98-4024	434215	CHRISTOPHER RADKO	Registered
INDONESIA	D98-4025	434216	CHRISTOPHER RADKO	Registered
INDONESIA	D98-4020	434210	DESIGN (OF STAR)	Registered
INDONESIA	D98-4021	434212	DESIGN (OF STAR)	Registered
INDONESIA	D98-4022	434213	DESIGN (OF STAR)	Registered
JAPAN	2,919/1998	4,367,150	CHRISTOPHER RADKO	Registered
JAPAN	2,901/1998	4,367,151	DESIGN (OF STAR)	Registered
MALAYSIA	9601154		CHRISTOPHER RADKO	Registered
MALAYSIA	9601153		CHRISTOPHER RADKO	Pending



**Exhibit C**

Country	Serial Number	Reg. Number	Word Mark	Status
MALAYSIA	9601152		CHRISTOPHER RADKO	Pending
MALAYSIA	9601151		DESIGN (OF STAR)	Pending
MALAYSIA	9601150		DESIGN (OF STAR)	Pending
MALAYSIA	9601155	9301155	DESIGN (OF STAR)	Registered
MEXICO	318987	648,229	CHRISTOPHER RADKO	Registered
MEXICO	318889	660,663	CHRISTOPHER RADKO	Registered
MEXICO	318890	870,666	CHRISTOPHER RADKO	Registered
MEXICO	318893	554,759	DESIGN (OF STAR)	Registered
MEXICO	318891	756,765	DESIGN (OF STAR)	Registered
MEXICO	318892	735,813	DESIGN (OF STAR)	Registered
PHILIPPINES	4-1996-00139		CHRISTOPHER RADKO	Abandoned
PHILIPPINES	4-1996-00207		DESIGN (OF STAR)	Abandoned
POLAND	Z-182063	129439	CHRISTOPHER RADKO	Registered
POLAND	Z-182062	129855	DESIGN (OF STAR)	Registered
ROMANIA	47844	33025	CHRISTOPHER RADKO	Registered
ROMANIA	47645	33028	DESIGN (OF STAR)	Registered
SLOVAK REPUBLIC	96-0051	189653	CHRISTOPHER RADKO	Registered
SLOVAK REPUBLIC	96-0052	190190	DESIGN (OF STAR)	Registered
SOUTH KOREA	1522/98	443961	CHRISTOPHER RADKO	Registered
SOUTH KOREA	1524/98	441964	CHRISTOPHER RADKO	Registered
SOUTH KOREA	1523/98	445577	CHRISTOPHER RADKO	Registered
SOUTH KOREA	1525/98	443686	CHRISTOPHER RADKO	Registered
SOUTH KOREA	1526/98	436770	CHRISTOPHER RADKO	Registered
SOUTH KOREA	1528/98	440576	CHRISTOPHER RADKO	Registered
SOUTH KOREA	1527/98	442542	CHRISTOPHER RADKO	Registered
SOUTH KOREA	1529/98	443982	DESIGN (OF STAR)	Registered
SOUTH KOREA	1533/98	438771	DESIGN (OF STAR)	Registered
SOUTH KOREA	1534/98	442544	DESIGN (OF STAR)	Registered
SOUTH KOREA	1535/98	440577	DESIGN (OF STAR)	Registered
SOUTH KOREA	1530/98	442543	DESIGN (OF STAR)	Registered
SOUTH KOREA	1531/98	447058	DESIGN (OF STAR)	Registered

**Exhibit C**

Country	Serial Number	Reg. Number	Word Mark	Status
SOUTH KOREA	1532198	443687	DESIGN (OF STAR)	Registered
SRI LANKA	86770	86770	DESIGN (OF STAR)	Registered
SRI LANKA	89615		RADKO	Abandoned
SRI LANKA	86771	86771	RADKO	Registered
TAIWAN	87005518	00845844	CHRISTOPHER RADKO	Registered
TAIWAN	87005520	00844304	CHRISTOPHER RADKO	Registered
TAIWAN	87005519	00850412	DESIGN (OF STAR)	Registered
TAIWAN	87005521	00844306	DESIGN (OF STAR)	Registered
THAILAND	355007	TM 90276	CHRISTOPHER RADKO	Registered
THAILAND	355006	TM 474	CHRISTOPHER RADKO	Registered
US	76/410,385	2,706,803	WIGGLEHEAD	Registered
US	76/357,905	2,733,229	BRAVE HEART	Registered
US	76/299,702	2,555,982	SHIMMER-GLOW	Registered
US	76/267,399	3,058,005	SPARKLETOWN	Registered
US	76/267,398	2,772,208	TWIRL-BRITE	Registered
US	76/262,072	2,543,007	CHRISTOPHER RADKO LITTLE GEMS COLLECTION	Registered
US	76/262,071	2,780,119	KLIPTONS	Registered
US	76/230,732	2,605,824	BUBBLE BRITE	Registered
US	76/230,731	2,618,916	FANTASIA	Registered
US	76/208,402	2,952,093	SHINY BRITE	Registered
US	75/982,774	2,640,355	SHINY BRITE	Registered
US	75/980,819	2,557,045	R	Registered
US	75/764,807	2,742,432	R	Registered
US	75/665,396	2,616,182	STARLIGHT STORE	Registered
US	75/525,770	2,363,757	THE DESIGNER TREE	Registered
US	75/281,436	2,333,528	CHRISTOPHER RADKO HOME FOR THE HOLIDAYS	Registered
US	75/312,132	2,251,854	RISING STAR STORE	Registered
US	75/437,885	2,656,759	CHRISTOPHER RADKO	Registered
US	75/436,095	2,639,933	CHRISTOPHER RADKO	Registered
US	75/436,094	2,333,731	WOODLAND WINDS	Registered
US	75/436,086	2,383,739	DEER FRIENDS	Registered

Exhibit C

Country	Serial Number	Reg. Number	Word Mark	Status
US	75/311,087	2,215,944	STARLIGHT	Registered
US	75/280,941	2,373,209	CHRISTOPHER RADKO HOME FOR THE HOLIDAYS	Registered
US	75/259,908	2,480,202	SHINY BRITE	Registered
US	75,011,984	2,006,196	RADKO	Registered
US	75/281,401	2,283,705	CHRISTOPHER RADKO HOME FOR THE HOLIDAYS	Registered
US	74/665,880	2,005,720	CHRISTOPHER RADKO	Registered
US	74/665,593	2,002,476	CHRISTOPHER RADKO	Registered
US	74/665,592	2,002,475	CHRISTOPHER RADKO	Registered
US	74/665,591	2,005,716	CHRISTOPHER RADKO	Registered
			<b>RAUCH INDUSTRIES</b>	
US	78/751,387		CREATIVE CARVINGS	Pending
US	78/758,338		SUPER POKER	Pending
US	78/748,988		PUMPKIN PATCH	Pending
US	78/748,983		HALL-O-WEEN TRENDS	Pending
US	78/748,980		CREATIVE CARVINGS	Pending
US	78/748,978		PUMPKIN PATCH	Pending
US	78/748,975		HALLOWEEN TRENDS	Pending
US	78/446,167	3,119,199	PUMPKIN MASTERS	Registered
US	78/485,003	3,088,709	PUMPKIN MASTERS	Registered
US	78/484,992		POWER MASTER	Pending
US	78/446,138	3,105,992	PUMPKIN MASTERS	Registered
US	78/445,703	2,987,593	PUMPKIN MASTERS	Registered
US	78/445,696		PUMPKIN MASTERS	Pending
US	78/445,691	3,105,990	PUMPKIN MASTERS	Registered
US	78/445,507		PUMPKIN MASTERS	Pending
US	78/445,497	3,062,328	PUMPKIN MASTERS	Registered
US	78/445,485	2,987,591	PUMPKIN MASTERS	Registered
US	78/445,469	2,987,589	PUMPKIN MASTERS	Registered
US	78/382,029		STAR STUDDER PUMPKINS	Pending
US	78/361,557	3,048,723	HALLOWEEN HOST	Registered
US	78/088,695	2,591,780	LANTERNS OF LIBERTY	Registered

Exhibit C

Country	Serial Number	Reg. Number	Word Mark	Status
US	78/086,592	2,861,224	MONSTER SNOT	Registered
US	76/133,722	2,611,708	PUMPKIN PORTRAITS	Registered
US	75/899,933	2,484,623	EASY CARVE	Registered
US	75/746,868	2,437,613	ZOJO	Registered
US	75/718,388	2,430,455	THE THING YA' FLING	Registered
US	75/533,077	2,279,335	BAREBONES	Registered
US	75/532,675	2,310,954	BARE BONES	Registered
US	75/873,289	2,679,424	MAGIC	Registered
US	75/312,132	2,251,854	RISING STAR STORE	Registered
US	75/315,206	2,152,583	OUR KIDS	Registered
US	75/315,205	2,212,466	OK!	Registered
US	75/058,923	2,213,214	'POWER' TOOLS FOR PUMPKINS	Registered
US	75/058,922	2,160,808	DURASAW	Registered
US	75/051,736	2,094,288	HALLOWEEN HARDWARE	Registered
US	74/505,886	2,093,958	THE ORIGINAL PUMPKIN CARVER	Registered
US	74/489,514	1,879,719	MELON LIGHTS FOR SUMMER NIGHTS!	Registered
US	74/470,930	1,912,503	PUMPKING MASTERS	Registered
US	73/671,896	1,477,650	PUT A NEW FACE ON HALLOWEEN	Registered
US	73/671,891	1,476,839	CARVE-O-LANTERN	Registered
US	73/650,902	1,465,923	CARVE-O-LANTERN	Registered
US	73/061,647	1,050,694	PYRAMID	Registered
US	72/286,774	0,854,813	SATIN-SHEEN	Registered
			<b>STARAD INDUSTRIES</b>	
US	78/922,862		SPARKLE BRIGHT	Pending
US	78/922,634		SPARKLE BRIGHT	Pending
US	76/310,249	2,658,759	VORTEX.NET	Registered