

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the Incorrect registration, the assignment was improperly recorded. previously recorded on Reel 002281 Frame 0897. Assignor(s) hereby confirms the security interest.

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
OS Asset, Inc.		04/27/2007	CORPORATION: FLORIDA

**RECEIVING PARTY DATA**

<b>Name:</b>	OS Asset, Inc.
<b>Street Address:</b>	5th Floor 2202 N. Westshore Boulevard
<b>City:</b>	Tampa
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33607
<b>Entity Type:</b>	CORPORATION: FLORIDA

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	1987047	SYDNEY'S SINFUL SUNDAE

**CORRESPONDENCE DATA**

Fax Number: (216)696-0740  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 2166210200  
 Email: clevelandip@bakerlaw.com, kwang@bakerlaw.com  
 Correspondent Name: Wen H. Wang  
 Address Line 1: Baker & Hostetler LLP, 1900 E. 9th St.  
 Address Line 4: Cleveland, OHIO 44114

<b>ATTORNEY DOCKET NUMBER:</b>	38918-00003
<b>NAME OF SUBMITTER:</b>	Wen H. Wang
<b>Signature:</b>	/Wen H. Wang/

Date:

04/27/2007

**Total Attachments: 186**

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**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
ASSIGNMENT SERVICES DIVISION**

REGISTRANT: OS Asset, Inc.  
MARK: SYDNEY'S SINFUL SUNDAE  
REGISTRATION NO.: 1,987,047

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**DECLARATION OF KELLY M. LEFFERTS**

I, Kelly M. Lefferts, declare as follows:

1. I am the In-House Counsel of OS Asset, Inc. ("OS Asset), which owns the above-captioned trademark registration (the "Registration").

2. The assignment records on file with the United States Patent and Trademark Office ("USPTO") for the Registration reflect that on April 25, 2001, May 24, 2001, June 1, 2001, the USPTO Assignment Services Division recorded Security Interests and a Release of IP Security Agreement of the Registration (the "Security Interests and Release").

3. The Security Interest and Release were erroneously recorded against the Registration. This is evidenced by the attached Exhibit A, Exhibit B, and Exhibit C which are copies of the cover sheets, security interests and release of the following security agreements recorded with the USPTO:

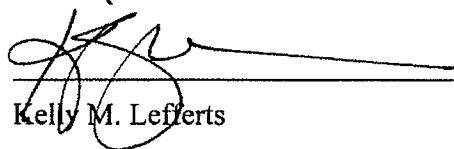
- Reel 2261/ Frame 0495
- Reel 2294/ Frame 0001
- Reel 2281/ Frame 0897

The schedule to the agreements list the registration number associated with OS Assets Registration no. **1987047** as the registration against which the assignment was to be recorded., instead of the correct Registration no. **1978047**. As such, there was a typographical error in the schedules.

4. OS Asset has been and continues to be the owner of the Registration, and no change in ownership has occurred with respect to the Registration.

The undersigned being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements and the like may jeopardize the validity of the application or document or any registration resulting therefrom, declares that all statements made of her own knowledge are true; and all statements made on information and belief are believed to be true.

EXECUTED in Tampa, Florida this 27<sup>th</sup> day of April 2007.

  
\_\_\_\_\_  
Kelly M. Lefferts

BARRISTERS, 38913, 00003, 501358776.1, lefferts declaration re sydney's sinful sundae

**EXHIBIT A**



06-01-2001

6/1/2001



101704153

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger  Effective Date  
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation  Association
- Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

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4500.00 UF

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, DC 20231

TRADEMARK

REEL: 002261 FRAME: 0495

TRADEMARK

REEL: 003531 FRAME: 0545

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments. SEE ATTACHMENT 1 #

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

SEE ATTACHMENT 1

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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**Number of Properties**

Enter the total number of properties involved.

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**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:  
Deposit Account

Enclosed  Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

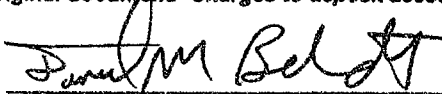
Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

DANIEL M. BEHRENDT  
Name of Person Signing

  
Signature

5-17-01  
Date Signed

ATTACHMENT 1

Trademarks to be Recorded for Imperial Home Group  
Decor Management, Inc.

<u>TRADEMARK</u>	<u>DATE OF REGISTRATION OR APPLICATION</u>	<u>REGISTRATION NUMBER</u>
1834B	09/04/62	737,159
1st CHOICE	06/29/76	1,042,379
ACCENT ON TEXTURES	04/28/98	2,153,668
ADVANTAGE SUNWALL	07/06/93	1,780,240
ADVANTAGE SUNWALL GOLD	02/17/94	74-491,151
ALBERT VAN LUIT & CO.	05/17/83	1,238,425
ALBERT VAN LUIT & CO.	12/11/84	1,309,172
APPLETON LANE	09/26/96	75-164,793
APPLIQUE BY IMPERIAL	08/29/95	1,915,144
ART ACCENTS	04/04/97	2,149,350
ASPEN	03/11/97	2,042,715
"B" & DESIGN	09/04/62	737,159
BABY'S FIRST YEAR	07/21/94	74-552,153
BIRGE & DESIGN	07/02/85	1,346,061
BIRGE VICTORIAN SMALL PARTS	10/27/92	1,727,807
BORDERLINES	12/08/92	1,739,110
BRAMPTON HOUSE	06/04/91	1,646,917
BROADCAST	05/29/90	1,598,589
BROADCAST	06/24/97	2,074,081
BUCKS FIZZ	05/04/93	1,768,748
CAREFREE WALLCOVERINGS C	06/06/78	1,092,878
CHATSWORTH PARK	06/26/95	74-693,158
CHEROKEE ROSE	12/15/92	1,739,982
CHESTNUT HILL	07/25/96	75-139,931
CHROMATINTS	01/14/92	1,671,864
CIMARRON SUNSET	09/15/92	1,715,993
CLASSIC HARMONY	01/23/96	1,951,874
CLASSIC INTERIORS	03/13/90	1,586,718

<u>TRADEMARK</u>	<u>DATE OF REGISTRATION OR APPLICATION</u>	<u>REGISTRATION NUMBER</u>
CLASSIC VALUES	11/12/96	2,016,359
CLUB PRINTS	08/13/91	1,653,775
COLLECTIONS... ROOMS WITH A VIEW	Unavailable	74-537,303
COLONY CLUB	06/25/91	1,648,908
COLOR OPTIONS	04/16/96	75-092,656
COLOR-LOCKED	03/03/59	675,099
COMPANIONS	12/13/96	75-212,193
COOKIE JAR	11/18/86	1,417,548
COUNTRY AT HEART	11/19/96	2,017,685
COUNTRY CORNERS	Unavailable	1,651,568
COUNTRY HARVEST	12/13/96	75-212,199
COVER UPS	10/08/85	1,364,554
DANIEL WRIGHT	08/03/99	2,266,243
DECORATING SOLUTIONS	07/02/96	1,984,149
DESIGN ONLY	07/30/85	1,351,620
DESIGN ONLY	11/01/83	1,256,165
DO IT YOURSELF QUALITY HOUSE WALLCOVERINGS	06/25/85	1,344,746
EASISTIK	04/06/95	74-656,927
EASISTIK	02/02/99	75-632,369
EASY GOING	12/22/91	1,661,693
ELEGANT INSPIRATIONS	07/06/99	2,259,730
ELEGANT LIVING	04/16/96	1,968,795
EVOLUTIONS	08/22/00	2,379,842
E-Z VINYL	01/02/79	1,110,590
E-Z-DU	07/02/57	647,851
FAIRVIEW FLORALS AND FABRICS	10/08/96	75-178,507
FASHION POINT	09/08/92	1,713,550
FOR BABIES ONLY	06/18/96	1,981,154
FOR BOYS ONLY	06/18/96	1,981,157
FOR GIRLS ONLY	06/18/96	1,981,156
FOR KITCHENS ONLY	06/18/96	1,981,155
FOR WOMEN ONLY	10/06/92	1,722,135
FOREMOST	02/15/83	1,227,639

<u>TRADEMARK</u>	<u>DATE OF REGISTRATION OR APPLICATION</u>	<u>REGISTRATION NUMBER</u>
FOXCROFT	10/01/96	2,004,886
FUN STUFF	05/03/83	1,236,264
GARDEN PAVILION	07/21/94	74-553,680
GARDEN RECEPTION	06/29/94	74-543,668
GENTLEMEN'S CLASSIC	07/21/98	2,175,417
GLENDURA	02/03/59	673,532
GLENSTYLE	10/08/57	652,763
GOLD MEDAL	10/22/85	1,367,182
GRANDE HORIZONS	03/16/95	74-647,649
GRANDE INTERNATIONAL	12/09/93	74-467,997
GRANDE LIVING	10/05/93	1,797,124
GRANDE MANOR	12/09/93	74-467,996
GRANDE VICTORIA	04/05/94	1,829,835
HISTORIC AMERICA	05/19/92	1,687,829
HOLIDAY BORDERS	05/22/95	74-678,442
HOME HARMONIES	12/04/95	75-034,301
HOME STUDIO	10/02/99	75-813,955
HOMELOVER	05/02/78	1,090,393
HUNTING VALLEY PRINTS	05/31/88	1,490,323
I LOVE MY ROOM	06/18/91	1,648,234
IFI STYLIZED)	10/13/98	75-568,509
IHDG	02/10/98	75-433,692
IHDG IMPERIAL HOME DECOR GROUP	02/10/98	75-431,953
IMPACT!	03/25/97	2,047,096
IMPERIAL	05/17/60	697,832
IMPERIAL COLOR SYSTEM	12/03/97	75-399,545
IMPERIAL CONTRACT WALLCOVERINGS	06/11/98	75-500,213
IMPERIAL FINE INTERIORS	10/12/98	75-569,559
IMPERIAL FINE INTERIORS WALLPAPER	06/18/98	75-505,827
IMPERIAL GALLERY	12/03/97	75-399,544
IMPERIAL GUARANTEED WALLCOVERINGS	01/26/71	906,747
IMPERIAL LIFESTYLES	04/11/95	1,888,522
INVITING ROOMS	10/06/81	1,172,411

<u>TRADEMARK</u>	<u>DATE OF REGISTRATION OR APPLICATION</u>	<u>REGISTRATION NUMBER</u>
ISLANDS IN THE SUN	01/30/95	74-626,875
JEAN MCLAIN	06/03/58	662,594
JIFFY & DESIGN	09/30/58	667,751
K&W	06/18/85	1,342,621
KATZENBACH & WARREN	11/05/85	1,368,963
KIDS LUV BORDERS	09/03/91	1,655,619
KINNEY WALLCOVERINGS	07/05/83	1,244,652
LIMITED EDITION: FOR MEN ONLY	09/25/84	1,297,813
LOUIS W. BOWEN	06/03/86	1,395,775
LWB	05/27/86	1,394,917
MAGNOLIA HILL	07/15/97	75-325,012
MAGNOLIA LANE	02/18/97	2,039,469
MANCHESTER	07/16/57	648,613
MARY STANTON	11/24/98	75-595,169
MEADOW LANE	03/10/98	2,143,199
MILBROOK	07/12/83	1,245,444
MFNI-MATES	03/27/79	1,115,696
MITCHELL DESIGN LOGO	11/01/83	1,256,165
MITCHELL DESIGNS	07/05/83	1,244,533
MITCHELL DESIGNS	07/01/75	1,014,920
MITCHELL DESIGNS & LOGO	01/22/85	1,315,848
MONTANA	03/05/96	1,961,171
MRS. MITCHELL'S	09/23/98	75-557,468
MRS. MITCHELL'S COUNTRY KITCHEN	05/19/92	1,687,948
MULBERRY PRINTS	02/18/92	1,675,956
NATURAL HABITAT	12/08/92	1,739,109
NATURALLY YOURS	11/29/77	1,078,484
OFFICE MATES	02/22/95	74-637,230
OPEN HOUSE	05/31/88	1,490,328
ORIENTAL IMPRESSIONS	02/28/89	1,526,867
OUTLINES	12/22/98	2,213,366
PAINTABLE IMPRESSIONS	06/25/96	1,982,437
PARK LANE	05/08/95	74-671,358

<u>TRADEMARK</u>	<u>DATE OF REGISTRATION OR APPLICATION</u>	<u>REGISTRATION NUMBER</u>
PINE VALLEY PRINTS	05/12/92	1,686,537
PLEXUS	12/08/92	1,738,391
QUICK	08/13/83	754,640
QUINCY PLACE	06/03/97	2,067,704
REALIFE	09/14/99	2,277,362
RECIPES	09/25/95	74-733,928
ROOM PLANNER	05/12/92	1,686,358
S	09/29/87	1,459,363
SANTAFE	07/30/91	1,652,482
SAPPHIRE SECRETS	06/03/97	2,067,420
SAPPHIRE STUDIO	01/18/94	1,817,473
SATIN ROMANCE	04/26/94	1,832,807
SEASIDE	05/07/96	1,973,412
SERENITY	07/17/94	1,846,211
SHAND KYDD	09/15/70	898,629
SHELBOURNE	09/08/87	1,456,634
SILKEN MINIATURES BY UNITED	07/02/85	1,346,425
SONATA	Unavailable	74-654,510
SP AND DESIGN	05/12/87	1,439,319
SP LOGO	03/25/97	2,047,998
SPORTS BANNER	02/27/96	1,958,358
STAMP OUT STAINS	05/05/92	1,685,271
STERLING PRINTS	01/24/89	1,521,936
STICK'N PLAY	03/28/00	2,336,425
SUN-TEX	12/23/86	1,422,036
SUN-VINYL	01/09/68	841,956
SUNWORTHY	07/24/62	734,938
SURE TOUCH	07/02/96	1,984,090
SW SUNWORTHY WALLCOVERINGS & DESIGN	11/05/96	75-193,368
TEXTILES FOR THE WALL	11/24/92	1,734,992
THE HOUSE YOU LIVE IN	02/08/94	1,820,691
THE IMPERIAL HOME DECOR GROUP	01/29/98	75-425,559
THE IMPERIAL PROMISE	04/04/97	75-269,238

<u>TRADEMARK</u>	<u>DATE OF REGISTRATION OR APPLICATION</u>	<u>REGISTRATION NUMBER</u>
THE MOST BEAUTIFUL WALLCOVERINGS	07/20/95	74-705,252
THE WHITES COLLECTION	07/16/96	1,987,760
THOREAU	06/11/96	1,980,263
TIMELESS	08/09/94	1,849,413
TODAY'S CASUAL STYLE	06/04/96	1,987,047
TRIANGLES DESIGN	07/30/85	1,351,620
UNITED WALLCOVERINGS	01/20/87	1,425,832
VICTORIAN ROMANCE	05/21/91	1,645,354
VILLAGE PRINTS	07/30/91	1,652,481
VISIONARY OPTIONS	05/26/98	2,160,304
WALLS BY DESIGN	06/30/94	74-546,428
WEATHERVANE PRINTS	05/28/91	1,646,131
WESTMOUNT VICTORIA	05/08/95	74-671,004
WESTMOUNT WALL COVERINGS	01/14/97	2,031,074
WESTWOOD	08/29/96	75-157,924
WE'VE GOT YOUR STYLE!	06/21/88	1,493,732
WINDSCAPE	04/02/96	1,965,530
WOODWORKS	01/27/98	2,132,124
YES-YOU-CAN	08/30/83	1,249,800
YOUNG AND FANCIFUL	06/04/91	1,646,916
YOUR LIFE, YOUR STYLE, YOU'RE HOME	12/03/97	75-399,546

**TRADEMARK**  
**REEL: 002261 FRAME: 0502**

**TRADEMARK**  
**REEL: 003531 FRAME: 0552**



## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made and entered into as of March 30, 2001 by IMPERIAL HOME DECOR GROUP MANAGEMENT, INC., a Delaware corporation (the "Grantor"), in favor of THE CHASE MANHATTAN BANK, in its capacity as agent (in such capacity, the "Agent") for itself and the lenders from time to time party to (or bound by) the Credit Agreement referred to below (collectively, the "Lenders"). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement referred to below.

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among the Borrowers (including the Grantor), the Agent and the Lenders (as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders were deemed to have made Term Loans to the Borrowers (including the Grantor);

WHEREAS, in order to induce the Agent and the Lenders to enter into the Credit Agreement and the other Loan Documents, the Grantor has agreed to grant a continuing Lien on the Collateral (as hereinafter defined) to secure the Secured Obligations (as hereinafter defined).

### AGREEMENT

NOW, THEREFORE, in consideration of the premises and in order to induce the Lenders to enter into the Credit Agreement, the Grantor hereby agrees with the Agent for its benefit and the ratable benefit of the Lenders as follows:

1. Creation of Security Interest. As collateral security for the full and prompt payment when due (whether at stated maturity, by acceleration of otherwise) of, and the performance of, all obligations, whether for principal, interest, fees or otherwise, of the Grantor under, arising out of or in connection with this Agreement, the Term Loans, the Term Loan Notes, the Credit Agreement, and/or any of the other Loan Documents, and all other "Obligations" under and as defined in the Credit Agreement (collectively, the "Secured Obligations"), the Grantor hereby assigns, conveys, mortgages, pledges, hypothecates and transfers to the Agent and hereby grants to the Agent, for the benefit of the Agent and the Lenders, a continuing security interest in, lien on, assignment of and right of set-off against, all of the property, assets and collateral described in Section 2 hereof (collectively, the "Collateral"), whether now owned or existing or hereafter acquired or arising, regardless of where located. Nothing herein shall be deemed to be a grant of a security interest in or assignment of a license for Proprietary Rights, if such grant or assignment violates the terms of, or results in a right of termination with respect to, such license.

2. Collateral. The Collateral is comprised of and constitutes:

(a) all of the Grantor's trademarks, trademark registrations, tradenames and trademark applications, which, in each case, are now or hereafter filed with the

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United States Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or any similar office or agency of any other countries or used in the United States, any state, territory or possession thereof or any other country, including, without limitation, the trademarks, tradenames, trademark registrations and trademark applications listed on Schedule A attached hereto and made a part hereof, and (i) renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and trademark applications, together with the items described in clauses (i)-(iv) in this subparagraph (a), are sometimes hereinafter referred to, either individually or collectively, as the "Trademarks"); and

(b) the goodwill of the Grantor's business connected with and symbolized by the Trademarks.

3. Restrictions on Future Agreements. Until all of the Secured Obligations shall have been fully and finally paid in cash and the Credit Agreement shall have been terminated, the Grantor shall not without the Agent's prior written consent, (a) enter into any agreement, including, without limitation, any license agreement that is inconsistent with the Grantor's obligations under this Agreement, any other Loan Document to which the Grantor is a party, or the Credit Agreement, (b) take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action (including, without limitation, the abandonment of any Trademark), that would affect the validity or enforceability of the rights transferred to the Agent under this Agreement or (c) enter into any other contractual obligation, including, without limitation, any license agreement, that may restrict or inhibit the Agent's rights to sell or otherwise dispose of all or any part of the Collateral or any part thereof after the occurrence of an Event of Default.

4. New Trademarks. The Grantor represents and warrants that the Trademarks listed on Schedule A constitute all of the registered trademarks, tradenames and applications which are as of the Closing Date owned by or are pending on behalf of the Grantor in the United States or any state of the United States (as set forth on Schedule A) and that, except as set forth on Schedule B hereto, the Grantor is not aware of any such trademarks and tradenames that are not registered in the United States or any state thereof. If, before all of the Secured Obligations have been fully and finally paid in cash, the Grantor shall (a) (i) obtain any registration or apply for any registration after the date hereof in the United States Patent and Trademark Office or in any similar office or agency of a state, territory or possession of the United States or (ii) obtain rights to any trademarks or tradenames used in the United States or any state, territory or possession thereof, or (b) (i) become entitled to the benefit of any trademark application, trademark, tradename or trademark registration in the United States or any state, territory or possession thereof or (ii) become entitled to the benefit of any trademark or tradenames used in the United States or any state, territory or possession thereof, then (i) the Collateral shall automatically be deemed to include the foregoing and (ii) the provisions of this

Agreement, including Section 1 hereof, shall automatically apply thereto and such Grantor shall promptly give the Agent written notice thereof. The Grantor hereby authorizes the Agent to modify this Agreement from time to time by amending Schedule A to include any future trademarks, trademark registrations, trademark applications and tradenames that are Trademarks, as applicable, under Section 2 or under this Section 4; provided, that the failure by the Agent to so amend Schedule A shall not be deemed or construed, directly or indirectly, by implication or otherwise, to limit or restrict the Agent's Lien in and to any of the foregoing or any other Collateral.

5. Additional Representations and Warranties. The Grantor hereby represents, warrants, covenants and agrees that:

(a) Except as otherwise provided herein, it is and will continue to be the owner of all its right, title and interest in the Collateral so long as the Trademarks shall continue in force, free from any Lien in favor of any Person.

(b) It has the full right and power to grant the security interest in the Collateral made hereby.

(c) Except as permitted under the Credit Agreement, it has made no previous assignment, transfer or agreements in conflict herewith or constituting a present or future assignment, transfer, or encumbrance on any of the Collateral except, but without in any way limiting the provisions of subsection 5(b) above, for the Lien in the Collateral granted to the Senior Agent pursuant to the Senior Loan Documents, and for license agreements to use such Collateral granted to licensees and consents and other agreements which limit the right of the Grantor or its licensees to use the Trademarks or sue for infringement.

(d) Except as permitted under the Credit Agreement, so long as any of the Secured Obligations remain outstanding or the Credit Agreement has not terminated, it will not execute, and there will not be on file in any public office, any financing statement or other document or instruments evidencing or giving notice of liens affecting the Collateral.

(e) To the best of the Grantor's knowledge, no material infringement or unauthorized use presently is being made of any of the Trademarks which would adversely affect the fair market value of the Collateral or the benefits of this Agreement granted to the Agent, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of the Agent hereunder and the Grantor will continue to maintain monitoring and enforcement practices that fully and adequately protect the Collateral. The Grantor has advised the Agent of its trademark monitoring and enforcement practices, and will not materially modify such practices without the prior written consent of the Agent.

6. Royalties; Terms. The Grantor hereby agrees that the permitted use by the Agent of all Trademarks shall be to the extent of use permitted by the Grantor without any liability for royalties or other related charges from the Agent to the Grantor. The term of the security interest granted herein shall extend until the earlier to occur of (a) the expiration of each

of the respective Trademarks, or (b) the time when all of the Secured Obligations have been fully and finally paid in cash and the Credit Agreement has been terminated.

7. The Agent's Right to Inspect. The Grantor agrees that from and after the occurrence of an Event of Default (until such Event of Default is cured or waived) and the provision by the Agent of written notice to the Grantor of the Agent's intention to enforce its rights and claims against any of the Collateral, the Agent shall have the right to establish such additional product quality controls as the Agent, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by any Borrower (including the Grantor) under the Trademarks. The Grantor agrees (a) not to sell or assign its interest in, or grant any license under the Trademarks that is inconsistent with the Grantor's obligations under this Agreement, any other Loan Document to which the Grantor is a party, or the Credit Agreement, without the prior written consent of the Agent; (b) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of such products as of the date hereof; (c) not reduce the quality of such products without the Agent's express written consent; and (d) to provide the Agent, upon request, with a certificate of an officer of the Grantor certifying the Grantor's compliance with the foregoing.

8. Termination of the Agent's Security Interest. This Agreement is made for collateral purposes only. Subject to Section 20 hereof, upon the full and final payment in cash of all of the Secured Obligations and termination of the Credit Agreement, the Agent's security interest in the Collateral shall automatically terminate without any further action, and the Agent shall, at the Grantor's sole cost and expense, promptly execute and deliver to the Grantor all termination statements and other instruments as may be necessary or proper to terminate the Agent's security interest in the Collateral, subject to any disposition thereof that may have been made by the Agent pursuant to Section 15 or any other provision hereof.

9. Duties of the Grantor. The Grantor shall (a) prosecute diligently any trademark application that is part of the Trademarks pending as of the date hereof or thereafter until all of the Secured Obligations shall have been paid fully and finally paid in cash and the Credit Agreement shall have been terminated, (b) make application for trademarks, as appropriate, (c) preserve and maintain all rights in trademark applications, trademarks, tradenames, and trademark registrations that are part of the Trademarks, (d) not abandon any right to file a trademark application nor any pending trademark application, in each case if material to the Grantor's business, if the value thereof could reasonably be expected to justify the cost of obtaining such trademark, and (e) not abandon any given Trademark material to the Grantor's business without the consent of the Agent unless such Trademark is no longer materially useful in the Grantor's or its affiliates' businesses. Any expenses incurred in connection with the applications referred to in this Section 9 shall be borne by the Grantor. The Grantor agrees to retain an experienced trademark attorney for the filing and prosecution of all such applications and other proceedings and to cause such attorney to keep the Agent and its counsel advised on a current basis of any such applications or proceedings.

If the Grantor fails to comply with any of the foregoing duties, the Agent may so comply in the Grantor's name to the extent permitted by law, but at the Grantor's expense, and

the Grantor hereby agrees to reimburse the Agent in full for all expenses, including the fees and disbursements of attorneys and paralegals (including charges for inside counsel) incurred by the Agent in protecting, defending and maintaining the Collateral.

In the event that the Grantor shall fail to pay when due any fees required to be paid by it hereunder, or shall fail to discharge any Lien, prohibited hereby, or shall fail to comply with any other duty hereunder, the Agent may, but shall not be required to pay, satisfy, discharge or bond the same for the account of the Grantor, and all moneys so paid out shall constitute Secured Obligations and shall be repayable on demand.

The Grantor shall take all action necessary to preserve and maintain the validity, perfection and priority of the Agent's security interest granted herein in and to the Collateral.

10. The Agent's Right to Sue. After the occurrence of an Event of Default and so long as such Event of Default is continuing, the Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Collateral, and any licenses thereunder, and, if the Agent shall commence any such suit, the Grantor shall, at the request of the Agent, do any and all reasonable and necessary lawful acts and execute any and all reasonable and necessary documents required by the Agent in aid of such enforcement and the Grantor shall indemnify and shall, upon demand, promptly reimburse the Agent for all reasonable and necessary costs and expenses incurred by the Agent in the exercise of its rights under this Section 10.

11. Waivers. No course of dealing between the Grantor and the Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder, under the Credit Agreement or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction. If any provision hereof shall render an otherwise valid Trademark invalid or ineffective, then such provision shall be void ab initio to the extent that the validity or effectiveness of the Trademark is thereby preserved and the Grantor shall make suitable other valid arrangements to provide the Agent with equivalent protections to that intended hereby.

13. Amendments. This Agreement or any provision thereof may be changed, waived, or terminated only in the manner set forth in Section 4 hereof or in writing and signed by the Grantor and the Agent.

14. Remedies. If any Event of Default shall have occurred and be continuing, then the Agent shall be entitled to exercise in respect of the Collateral, in addition to other rights

and remedies provided for herein or otherwise available to it, all of the rights and remedies of a secured party under the Uniform Commercial Code (the "Code") (whether or not the Code applies to the affected Collateral) and also may (a) require the Grantor, and the Grantor hereby agrees that it will upon the request of the Agent, forthwith, (i) execute and deliver an assignment, substantially in the form of Exhibit A hereto, of all right, title and interest in and to the Collateral, and (ii) take such other action as the Agent may request to effectuate the outright assignment of such Collateral or to exercise, register or further perfect and protect its rights and remedies with respect to such assigned Collateral, and (b) without notice except as specified below, sell the Trademarks and the goodwill of the businesses related thereto or any part thereof in one or more parcels at public or private sale, at any of the Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such terms as the Agent may deem commercially reasonable. The Agent shall have the right upon any such public or private sale or sales to bid for all or any part of the Collateral, free of any right or equity of redemption, which equity of redemption the Grantor hereby releases, and the amount of any such bid need not be paid by the Agent but shall be credited against the Secured Obligations. The Grantor agrees that at least ten (10) days' notice to the Grantor of the time and place of any public sale or the time which any private sale is to be made shall constitute reasonable notification. The Agent shall not be obligated to make any sale of the Collateral regardless of notice of sale having been given. The Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

15. Cumulative Remedies; Power of Attorney; Effect on Credit Agreement.

All of the Agent's rights and remedies with respect to the Collateral, whether established hereby, by any other agreements, or by law shall be cumulative and may be exercised singularly or concurrently. The Grantor hereby authorizes the Agent to make, constitute and appoint any officer or agent of the Agent as the Agent may select, in its sole discretion, as the Grantor's true and lawful attorney-in-fact which power of attorney shall be irrevocable and shall be deemed to be coupled with an interest, with power, from and after the occurrence of an Event of Default but only while such Event of Default is continuing, (a) to endorse the Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Agent in the use of the Collateral including, without limitation, the assignment substantially in the form of Exhibit A hereto, if the Grantor fails to execute and deliver the same within ten (10) Business Days of the Agent's request therefor, (b) take any other actions with respect to the Collateral as the Agent deems in the best interest of the Agent, (c) grant or issue any exclusive or non-exclusive license under the Collateral to anyone, and/or (d) assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to anyone. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until all of the Secured Obligations shall have been fully and finally paid in cash and the Credit Agreement has been terminated. The Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Agent under the Credit Agreement or any other Loan Document but rather is intended to facilitate the exercise of such rights and remedies. The Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by

law and the rights and remedies of a secured party under the Code as enacted in any jurisdiction in which the Collateral may be located. Recourse to security will not be required at any time.

16. Notice. Any notice, approval, consent or other communication to any party hereunder shall be in the form and manner, and to the addresses as set forth in the Credit Agreement (care of IHDG-U.S., in the case of the Grantor).

17. Continuing Security Interest; Binding Effect; Benefits of Agreement. This Agreement shall create a continuing security interest in the Collateral and shall (a) remain in full force and effect until the full and final payment in cash of all of the Secured Obligations and the Credit Agreement has been terminated, (b) be binding upon the Grantor its successors and assigns, and (c) inure, together with the rights and remedies of the Agent hereunder, to the benefit of the Agent, the Lenders and their respective successors, transferees and assigns. Without limiting the generality of the foregoing clause (c), the Agent and/or any Lender may, except as limited by the express terms of the Credit Agreement, assign or otherwise transfer all or any of its interests in the Credit Agreement (including all or any of its interests in any of the Secured Obligations) held by it to any other person or entity, and such other person or entity shall thereupon become vested with all the benefits in respect thereof granted to the Agent or such Lender herein or otherwise.

18. Authority of the Agent. The Agent shall have and be entitled to exercise all powers hereunder which are specifically delegated to the Agent by the terms hereof, together with such powers as are reasonably incident thereto. The Agent may perform any of its duties hereunder or in connection with the Collateral by or through agents or employees and shall be entitled to retain counsel and to act in reliance upon the advice of counsel concerning all such matters. Neither the Agent nor any director, officer, employee, attorney or agent of the Agent shall be liable to the Grantor for any action taken or omitted to be taken by it or them hereunder, except for its or their own gross negligence or willful misconduct as finally determined by a court of competent jurisdiction; nor shall the Agent be responsible for the validity, effectiveness or sufficiency hereof or of any document or security furnished pursuant hereto. The Agent and its directors, officers, employees, attorneys and agents shall be entitled to rely on any communication, instrument or document reasonably believed by it or them to be genuine and correct and to have been signed or sent by the proper person or persons. The Grantor agrees to indemnify and hold harmless the Agent and any other person from and against any and all reasonable and necessary costs, expenses (including fees and expenses of attorneys and paralegals (including charges of inside counsel)), claims or liability incurred by the Agent or such person hereunder, unless such claim or liability shall be due to willful misconduct or gross negligence as finally determined by a court of competent jurisdiction on the part of the Agent or such person.

19. Interpretation of Agreement. Time is of the essence of each provision of this Agreement of which time is an element. All terms not defined herein or in the Credit Agreement shall have the meaning set forth in the Code, except where the context otherwise requires. To the extent any term or provision of this Agreement conflicts with the Credit

Agreement and is not dealt with more specifically herein, the Credit Agreement shall control with respect to such term or provision.

20. Reinstatement. Notwithstanding anything to the contrary herein, this Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by the Agent or any Lender in respect of the Secured Obligations is rescinded or must otherwise be restored or returned by the Agent or any Lender upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Grantor or any Borrower or upon the appointment of any intervenor or conservator of, or trustee or similar official for, the Grantor or any Borrower or any substantial part of their assets, or otherwise, all as though such payments had not been made.

21. Final Expression. This Agreement, together with the Credit Agreement and the other Loan Documents to which the Grantor is a party, is intended by the parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms and conditions thereof. Acceptance of or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.

22. Survival of Provisions. All representations, warranties and covenants of the Grantor contained herein shall survive the execution and delivery of this Agreement, and shall terminate only upon the full and final payment in cash of all of the Secured Obligations and the termination of the Credit Agreement.

23. Release; Termination of Agreement.

(a) Upon Agent's written consent and as otherwise permitted under the Credit Agreement, the Grantor may sell or dispose of any Collateral. If consented to by Agent and as otherwise permitted under the Credit Agreement, the Agent shall promptly execute and deliver to the Grantor a release or releases (including, without limitation, Code termination statements and instruments of satisfaction, discharge, or reconveyance) in form reasonably satisfactory to the Grantor and the Agent to release the Agent's security interest in such released Collateral. Such releases shall be without warranty by or recourse to the Agent, except as to the absence of any prior assignments by the Agent of its interest in any such Collateral, and shall be at the expense of the Grantor.

(b) This Agreement shall terminate when all of the Secured Obligations have been fully and finally paid in cash and the Credit Agreement has been terminated. At such time, the Agent shall promptly reassign and redeliver to the Grantor all of the Collateral hereunder which has not been sold, disposed of, retained or applied by the Agent in accordance with the terms hereof. Such reassignment and redelivery shall be without warranty by or recourse to the Agent, except as to the absence of any prior assignments by the Agent of its interest in any such Collateral, and shall be at the expense of the Grantor.



24. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same agreement.

25. Statute of Limitations. The Grantor hereby waives the right to plead any statute of limitations as a defense to any indebtedness or obligations hereunder or secured hereby to the full extent permitted by law.

26. GOVERNING LAW; SUBMISSION TO JURISDICTION; WAIVER OF JURY TRIAL; WAIVER OF DAMAGES.

(a) THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED UNDER THE INTERNAL LAWS (AS OPPOSED TO THE CONFLICTS OF LAWS PROVISIONS) AND DECISIONS OF THE STATE OF NEW YORK, AND ANY DISPUTE ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THE GRANTOR, THE AGENT AND THE LENDERS IN CONNECTION WITH THIS AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH THE INTERNAL LAWS (AS OPPOSED TO THE CONFLICTS OF LAWS PROVISIONS) AND DECISIONS OF THE STATE OF NEW YORK.

(b) EXCEPT AS PROVIDED IN THE NEXT PARAGRAPH, THE GRANTOR AND THE AGENT AGREE THAT ALL DISPUTES BETWEEN THEM ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED ONLY BY STATE OR FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK, BUT THE GRANTOR AND THE AGENT ACKNOWLEDGE THAT ANY APPEALS FROM THOSE COURTS MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE OF THE COUNTY OF NEW YORK, STATE OF NEW YORK. THE GRANTOR WAIVES IN ALL DISPUTES ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT CONSIDERING THE DISPUTE INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS.

(c) THE GRANTOR AGREES THAT THE AGENT AND ANY LENDER SHALL HAVE THE RIGHT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO PROCEED AGAINST THE GRANTOR OR ITS PROPERTY IN A COURT IN ANY LOCATION REASONABLY SELECTED IN GOOD FAITH TO ENABLE THE AGENT OR ANY LENDER TO REALIZE ON SUCH PROPERTY IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF THE AGENT OR ANY LENDER IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. SUBJECT TO THE RESTRICTIONS IN THIS PARAGRAPH, THE GRANTOR AGREES THAT IT WILL NOT ASSERT ANY

PERMISSIVE COUNTERCLAIMS IN ANY PROCEEDING BROUGHT BY THE AGENT OR ANY LENDER TO REALIZE ON SUCH PROPERTY, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF THE AGENT OR ANY LENDER. THE GRANTOR WAIVES ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT IN WHICH THE AGENT OR ANY LENDER HAS COMMENCED A PROCEEDING DESCRIBED IN THIS PARAGRAPH INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS.

(d) THE GRANTOR AND THE AGENT EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT. INSTEAD, ANY DISPUTES RESOLVED IN COURT WILL BE RESOLVED IN A BENCH TRIAL WITHOUT A JURY.

(e) THE GRANTOR (I) AGREES THAT NEITHER THE AGENT NOR ANY LENDER SHALL HAVE ANY LIABILITY TO THE GRANTOR (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) FOR LOSSES SUFFERED BY THE GRANTOR IN CONNECTION WITH, ARISING OUT OF, OR IN ANY WAY RELATED TO, THE TRANSACTIONS CONTEMPLATED AND THE RELATIONSHIP ESTABLISHED BY THIS AGREEMENT, OR ANY ACT, OMISSION OR EVENT OCCURRING IN CONNECTION THEREWITH, UNLESS IT IS DETERMINED BY A JUDGMENT OF A COURT THAT IS BINDING ON THE AGENT OR SUCH LENDER, AS THE CASE MAY BE (WHICH JUDGMENT SHALL BE FINAL AND NOT SUBJECT TO REVIEW ON APPEAL), THAT SUCH LOSSES WERE THE RESULT OF ACTS OR OMISSIONS ON THE PART OF THE AGENT OR SUCH LENDER, AS THE CASE MAY BE, CONSTITUTING GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR KNOWING VIOLATIONS OF LAW AND (II) WAIVES, RELEASES AND AGREES NOT TO SUE UPON ANY CLAIM AGAINST THE AGENT OR ANY LENDER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE), EXCEPT A CLAIM BASED UPON GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR KNOWING VIOLATIONS OF LAW. WHETHER OR NOT SUCH DAMAGES ARE RELATED TO A CLAIM THAT IS SUBJECT TO THE WAIVER EFFECTED ABOVE AND WHETHER OR NOT SUCH WAIVER IS EFFECTIVE, NEITHER THE AGENT NOR ANY LENDER SHALL HAVE ANY LIABILITY WITH RESPECT TO, AND THE GRANTOR HEREBY WAIVES, RELEASES AND AGREES NOT TO SUE UPON ANY CLAIM FOR, ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES SUFFERED BY THE GRANTOR IN CONNECTION WITH, ARISING OUT OF, OR IN ANY WAY RELATED TO THE TRANSACTIONS CONTEMPLATED OR THE RELATIONSHIP ESTABLISHED BY THIS AGREEMENT, OR ANY ACT, OMISSION OR EVENT OCCURRING IN CONNECTION THEREWITH, UNLESS IT IS DETERMINED BY A JUDGMENT OF A COURT THAT IS BINDING ON THE AGENT OR SUCH LENDER, AS THE CASE MAY BE (WHICH JUDGMENT SHALL BE FINAL AND NOT SUBJECT TO REVIEW ON APPEAL), THAT SUCH DAMAGES WERE THE RESULT OF ACTS OR

OMISSIONS ON THE PART OF THE AGENT OR SUCH LENDER, AS THE CASE MAY BE, CONSTITUTING WILLFUL MISCONDUCT OR KNOWING VIOLATIONS OF LAW.

(f) EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, THE GRANTOR WAIVES ALL RIGHTS OF NOTICE AND HEARING OF ANY KIND PRIOR TO THE EXERCISE BY THE AGENT OR ANY LENDER OF ITS RIGHTS FROM AND AFTER THE OCCURRENCE OF AN EVENT OF DEFAULT TO REPOSSESS THE COLLATERAL WITH JUDICIAL PROCESS OR TO REPLEVY, ATTACH OR LEVY UPON THE COLLATERAL OR OTHER SECURITY FOR THE SECURED OBLIGATIONS. THE GRANTOR WAIVES THE POSTING OF ANY BOND OTHERWISE REQUIRED OF THE AGENT OR ANY LENDER IN CONNECTION WITH ANY JUDICIAL PROCESS OR PROCEEDING TO OBTAIN POSSESSION OF, REPLEVY, ATTACH OR LEVY UPON THE COLLATERAL OR OTHER SECURITY FOR THE SECURED OBLIGATIONS, TO ENFORCE ANY JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF THE AGENT OR ANY LENDER, OR TO ENFORCE BY SPECIFIC PERFORMANCE, TEMPORARY RESTRAINING ORDER, PRELIMINARY OR PERMANENT INJUNCTION THIS AGREEMENT OR ANY OTHER AGREEMENT OR DOCUMENT BETWEEN THE GRANTOR, THE AGENT AND/OR THE LENDERS.

27. Waiver. To the fullest extent it may lawfully so agree, the Grantor agrees that it will not at any time insist upon, claim, plead, or take any benefit or advantage of any appraisal, valuation, stay, extension, moratorium, redemption or similar law now or hereafter in force in order to prevent, delay, or hinder the lawful enforcement hereof or the absolute sale of any part of the Collateral. The Grantor for itself and all who claim through it, so far as it or they now or hereafter lawfully may do so, hereby waives the benefit of all such laws, and all right to have the Collateral marshalled upon any foreclosure hereof, and agrees that any court having jurisdiction to foreclose this Agreement may order the sale of the Collateral as an entirety consistent with the terms of this Agreement. Without limiting the generality of the foregoing, the Grantor hereby: (i) authorizes the Agent in its sole discretion and without notice to or demand upon the Grantor and without otherwise affecting the obligations of the Grantor hereunder from time to time to take and hold other collateral (in addition to or in substitution of the Collateral) for payment of the Secured Obligations, or any part thereof, and to exchange, enforce or release such other collateral or any part thereof and to accept and hold any endorsement or guarantee of payment of the Secured Obligations, or any part thereof and to release or substitute any endorser or guarantor or any other person granting security for or in any other way obligated upon any Secured Obligations or any part thereof, and (ii) waives and releases any and all right to require the Agent to collect any of the Secured Obligations from any specific item or items of the Collateral or from any other party liable as guarantor or in any other manner in respect of any of the Secured Obligations or from any collateral (other than the Collateral) for any of the Secured Obligations.

28. Further Assurances. At any time and from time to time, upon the written request of the Agent and at the sole expense of the Grantor, the Grantor shall promptly and duly execute and deliver any and all such further instruments, schedules and documents and take such further actions as the Agent may reasonably deem desirable to obtain the full benefits of this

Agreement, the Credit Agreement and the other Loan Documents and of the rights and powers herein and therein granted, including (i) using commercially reasonable efforts to secure all consents and approvals necessary or appropriate for the assignment to or for the benefit of the Agent of any Collateral held by the Grantor or in which the Grantor has any rights not heretofore assigned, and (ii) filing any additional necessary security agreements with the United States Patent and Trademark Office.

29. Subordination. Notwithstanding anything herein to the contrary, this Agreement and the rights and obligations evidenced hereby are subordinate, in the manner and to the extent set forth in the Subordination Agreement.

**[Signature Page Follows]**

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**IMPERIAL HOME DECOR GROUP  
MANAGEMENT, INC., a Delaware corporation**

By: Suzanne Schulze Taylor  
Name: Suzanne Schulze Taylor  
Title: Senior Vice President

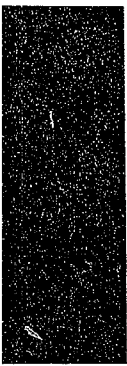
**THE CHASE MANHATTAN BANK, as Agent**

By: Michael Lancia  
Name: Michael Lancia  
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK  
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**TRADEMARK  
REEL: 003531 FRAME: 0565**



**TRADEMARK**  
**REEL: 002261 FRAME: 0516**

**TRADEMARK**  
**REEL: 003531 FRAME: 0566**

SCHEDULE A  
To  
TRADEMARK SECURITY AGREEMENT

Dated as of March 30, 2001

Trademarks and Trademark Applications owned by Imperial Home Decor Group Management, Inc.

<u>TRADEMARK</u>	<u>DATE OF REGISTRATION OR APPLICATION</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY</u>
1834B	09/04/62	737,159	U.S.
1 <sup>ST</sup> CHOICE	06/29/76	1,042,379	U.S.
ACCENT ON TEXTURES	04/28/98	2,153,668	U.S.
ACROPOLIS	12/04/92	405,809	Canada
ADVANTAGE SUNWALL	07/06/93	1,780,240	U.S.
ADVANTAGE SUNWALL GOLD	02/17/94	74-491,151	U.S.
ALBERT VAN LUIT & CO.	05/17/83	1,238,425	U.S.
ALBERT VAN LUIT & CO.	12/11/84	1,309,172	U.S.
APPLETON LANE	09/16/96	823,388	Canada
APPLETON LANE	09/26/96	75-164,793	U.S.
APPLIQUE BY IMPERIAL	08/29/95	1,915,144	U.S.
ART ACCENTS	04/04/97	2,149,350	U.S.
ASPEN	08/23/96	461,766	Canada
ASPEN	03/11/97	2,042,715	U.S.
"B" & DESIGN	09/04/62	737,159	U.S.
"B" & DESIGN	06/03/94	428,122	Canada
BABY'S FIRST YEAR	07/21/94	74-552,153	U.S.
BACKDROPS	Unavailable	886,294	Canada
BED, BATH & BORDERS	02/10/95	439,127	Canada
BERKLEY	05/13/88	340,251	Canada
BERKLEY WALLCOVERINGS & DESIGN	09/02/88	344,387	Canada
BIRGE	11/27/93	420,070	Canada

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Imperial Home Decor Group Management, Inc.

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<u>TRADEMARK</u>	<u>DATE OF REGISTRATION OR APPLICATION</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY</u>
BIRGE & DESIGN	07/02/85	1,346,061	U.S.
BIRGE VICTORIAN SMALL PARTS	10/27/92	1,727,807	U.S.
BORDERLINES	02/02/95	774,476	Canada
BORDERLINES	Unavailable	227,499	Mexico
BORDERLINES	12/08/92	1,739,110	U.S.
BOTANICALS	07/09/93	414,480	Canada
BRAMPTON HOUSE	06/04/91	1,646,917	U.S.
BROADCAST	05/29/90	1,598,589	U.S.
BROADCAST	06/24/97	2,074,081	U.S.
BUCKS FIZZ	05/04/93	1,768,748	U.S.
CAREFREE WALLCOVERINGS C	06/06/78	1,092,878	U.S.
CARISMA	Unavailable	134,504	France
CARISMA	Unavailable	1,011,073	U.K.
CHATSWORTH PARK	06/26/95	74-693,158	U.S.
CHEROKEE ROSE	07/09/93	414,477	Canada
CHEROKEE ROSE	12/15/92	1,739,982	U.S.
CHESTNUT HILL	07/30/96	819,731	Canada
CHESTNUT HILL	07/25/96	75-139,931	U.S.
CHROMATINTS	01/14/92	1,671,864	U.S.
CIMARRON SUNSET	09/15/92	1,715,993	U.S.
CLASSIC HARMONY	01/23/96	1,951,874	U.S.
CLASSIC INTERIORS	03/13/90	1,586,718	U.S.
CLASSIC VALUES	02/02/95	774,478	Canada
CLASSIC VALUES	Unavailable	227,497	Mexico
CLASSIC VALUES	11/12/96	2,016,359	U.S.
CLUB PRINTS	08/13/91	1,653,775	U.S.
COLLECTIONS... ROOMS WITH A VIEW	Unavailable	74-537,303	U.S.
COLONY CLUB	07/09/93	414,479	Canada
COLONY CLUB	06/25/91	1,648,908	U.S.

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**TRADEMARK**  
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**TRADEMARK**  
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<u>TRADEMARK</u>	<u>DATE OF REGISTRATION OR APPLICATION</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY</u>
COLOR OPTIONS	04/16/96	75-092,656	U.S.
COLOR-LOCKED	03/03/59	675,099	U.S.
COMPANIONS	12/23/96	832,350	Canada
COMPANIONS	12/13/96	75-212,193	U.S.
COOKIE JAR	11/18/86	1,417,548	U.S.
COTTAGE COLLECTION	06/18/93	413,675	Canada
COUNTRY AT HEART	11/19/96	2,017,685	U.S.
COUNTRY CORNERS	Unavailable	1,651,568	U.S.
COUNTRY HARVEST	12/23/96	832,351	Canada
COUNTRY HARVEST	12/13/96	75-212,199	U.S.
COVER UPS	10/08/85	1,364,554	U.S.
DANIEL WRIGHT	08/03/99	2,266,243	U.S.
DECO-PIECES	09/03/82	272,401	Canada
DECORATING SOLUTIONS	07/02/96	1,984,149	U.S.
DECORENE	Unavailable	895,717	U.K.
DESIGN ONLY	07/30/85	1,351,620	U.S.
DESIGN ONLY	11/01/83	1,256,165	U.S.
DO IT YOURSELF QUALITY HOUSE WALLCOVERINGS	06/25/85	1,344,746	U.S.
EASISTIK	Unavailable	566,982	Benelux
EASISTIK	09/24/99	517,034	Canada
EASISTIK	02/28/95	95-561,294	France
EASISTIK	02/27/95	395,087,686	Germany
EASISTIK	02/23/95	9,502,256	Hong Kong
EASISTIK	Unavailable	166,563	Ireland
EASISTIK	Unavailable	3,368,308	Japan
EASISTIK	Unavailable	503,803	Mexico
EASISTIK	Unavailable	R 101181	Poland
EASISTIK	Unavailable	144,180	Russian Fed (CIS)
EASISTIK	07/13/95	1,578,116	U.K.

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TRADEMARK  
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TRADEMARK  
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<u>TRADEMARK</u>	<u>DATE OF REGISTRATION OR APPLICATION</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY</u>
EASISTIK	04/06/95	74-656,927	U.S.
EASISTIK	02/02/99	75-632,369	U.S.
EASY GOING	12/22/91	1,661,693	U.S.
ELEGANT INSPIRATIONS	03/25/98	491,881	Canada
ELEGANT INSPIRATIONS	07/06/99	2,259,730	U.S.
ELEGANT LIVING	04/16/96	1,968,795	U.S.
EVOLUTIONS	08/22/00	2,379,842	U.S.
E-Z VINYL	01/02/79	1,110,590	U.S.
E-Z-DU	07/02/57	647,851	U.S.
FAIRPORT MANOR	12/11/92	406,083	Canada
FAIRVIEW FABRICS & FLORALS	10/09/96	825,556	Canada
FAIRVIEW FLORALS AND FABRICS	10/08/96	75-178,507	U.S.
FASHION HOUSE	02/14/86	311,250	Canada
FASHION POINT	09/08/92	1,713,550	U.S.
FOR BABIES ONLY	06/18/96	1,981,154	U.S.
FOR BOYS ONLY	06/18/96	1,981,157	U.S.
FOR GIRLS ONLY	06/18/96	1,981,156	U.S.
FOR KITCHENS ONLY	06/18/96	1,981,155	U.S.
FOR WOMEN ONLY	10/06/92	1,722,135	U.S.
FOREMOST	05/21/82	269,296	Canada
FOREMOST	02/15/83	1,227,639	U.S.
FOREMOST WALL COVERINGS & DESIGN	07/02/81	286,190	Canada
FOXCROFT	06/20/97	478,132	Canada
FOXCROFT	10/01/96	2,004,886	U.S.
FRESH FEELINGS	11/15/91	390,348	Canada
FUN FRIENDS	06/24/96	816,112	Canada
FUN STUFF	05/03/83	1,236,264	U.S.
GALLANTRY	12/18/92	406,500	Canada
GARDEN PAVILION	07/21/94	74-553,680	U.S.

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**TRADEMARK**  
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**TRADEMARK**  
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<u>TRADEMARK</u>	<u>DATE OF REGISTRATION OR APPLICATION</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY</u>
GARDEN RECEPTION	06/29/94	74-543,668	U.S.
GARDEN SILKS	11/26/93	420,016	Canada
GENTLEMEN'S CLASSIC	07/21/98	2,175,417	U.S.
GENTLEMEN'S CLASSICS	05/08/96	812,178	Canada
GLENDURA	02/03/59	673,532	U.S.
GLENSTYLE	10/08/57	652,763	U.S.
GOLD MEDAL	02/14/86	311,249	Canada
GOLD MEDAL	10/22/85	1,367,182	U.S.
GRANDE HORIZONS	03/16/95	74-647,649	U.S.
GRANDE INTERNATIONAL	12/09/93	74-467,997	U.S.
GRANDE LIVING	10/05/93	1,797,124	U.S.
GRANDE MANOR	12/09/93	74-467,996	U.S.
GRANDE VICTORIA	04/05/94	1,829,835	U.S.
HARVEST	07/09/93	414,478	Canada
HAZELTON LANE	08/20/94	762,781	Canada
HEARTLAND	08/01/86	316,912	Canada
HISTORIC AMERICA	05/19/92	1,687,829	U.S.
HOLIDAY BORDERS	08/23/96	461,634	Canada
HOLIDAY BORDERS	Unavailable	227,495	Mexico
HOLIDAY BORDERS	05/22/95	74-678,442	U.S.
HOME HARMONIES	12/04/95	75-034,301	U.S.
HOME STUDIO	10/02/99	75-813,955	U.S.
HOMELOVER	05/02/78	1,090,393	U.S.
HUNTING VALLEY PRINTS	05/31/88	1,490,323	U.S.
I LOVE MY ROOM	06/18/91	1,648,234	U.S.
IFI STYLIZED)	10/13/98	75-568,509	U.S.
IHDG	02/05/99	507,626	Canada
IHDG	02/10/98	75-433,692	U.S.
IHDG IMPERIAL HOME DECOR GROUP	02/10/98	75-431,953	U.S.

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**TRADEMARK**  
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**TRADEMARK**  
**REEL: 003531 FRAME: 0571**

<u>TRADEMARK</u>	<u>DATE OF REGISTRATION OR APPLICATION</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY</u>
IHDG IMPERIAL HOME DECOR GROUP	02/25/98	870,331	Canada
IMPACT!	03/25/97	2,047,096	U.S.
IMPERIAL	05/17/60	697,832	U.S.
IMPERIAL COLOR SYSTEM	12/03/97	75-399,545	U.S.
IMPERIAL CONTRACT WALLCOVERINGS	06/11/98	75-500,213	U.S.
IMPERIAL FINE INTERIORS	10/12/98	75-569,559	U.S.
IMPERIAL FINE INTERIORS WALLPAPER	06/18/98	75-505,827	U.S.
IMPERIAL GALLERY	12/03/97	75-399,544	U.S.
IMPERIAL GUARANTEED WALLCOVERINGS	10/24/75	210,187	Canada
IMPERIAL GUARANTEED WALLCOVERINGS	01/26/71	906,747	U.S.
IMPERIAL HOME DECOR GROUP	01/30/98	867,914	Canada
IMPERIAL LIFESTYLES	04/11/95	1,888,522	U.S.
INVITING ROOMS	10/06/81	1,172,411	U.S.
ISLANDS IN THE SUN	01/30/95	74-626,875	U.S.
JEAN MCLAIN	11/03/61	124,190	Canada
JEAN MCLAIN	06/03/58	662,594	U.S.
JESSICA LAYNE	05/14/93	412,268	Canada
JIFFY & DESIGN	09/30/58	667,751	U.S.
K & W	06/18/85	1,342,621	U.S.
KATZENBACH & WARREN	11/05/85	1,368,963	U.S.
KIDS LUV BORDERS	09/03/91	1,655,619	U.S.
KINNEY WALLCOVERINGS	07/05/83	1,244,652	U.S.
KORINA	09/03/96	822,258	Canada
LIMITED EDITION: FOR MEN ONLY	09/25/84	1,297,813	U.S.
LOUIS W. BOWEN	06/03/86	1,395,775	U.S.
LWB	05/27/86	1,394,917	U.S.
MAGNOLIA HILL	07/15/97	75-325,012	U.S.
MAGNOLIA LANE	05/05/55	782,226	Canada
MAGNOLIA LANE	02/18/97	2,039,469	U.S.

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**TRADEMARK**  
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**TRADEMARK**  
**REEL: 003531 FRAME: 0572**

<u>TRADEMARK</u>	<u>DATE OF REGISTRATION OR APPLICATION</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY</u>
MANCHESTER	07/16/57	648,613	U.S.
MARY STANTON	11/24/98	75-595,169	U.S.
MEADOW LANE	03/10/98	2,143,199	U.S.
MILBROOK	07/12/83	1,245,444	U.S.
MINI-MATES	03/27/79	1,115,696	U.S.
MIRAGE	09/30/88	345,540	Canada
MIRAGE	Unavailable	1,296,184	U.K.
MITCHELL DESIGN LOGO	11/01/83	1,256,165	U.S.
MITCHELL DESIGNS	07/05/83	1,244,533	U.S.
MITCHELL DESIGNS	07/01/75	1,014,920	U.S.
MITCHELL DESIGNS & LOGO	01/22/85	1,315,848	U.S.
MONTANA	03/05/96	1,961,171	U.S.
MOONDANCE	11/13/92	404,927	Canada
MRS. MITCHELL'S	09/23/98	75-557,468	U.S.
MRS. MITCHELL'S COUNTRY KITCHEN	05/19/92	1,687,948	U.S.
MULBERRY PRINTS	02/18/92	1,675,956	U.S.
MULTICOLOR	Unavailable	349,476	Canada
MULTICOLOR	Unavailable	B1,296,185	U.K.
MULTICOLOR & M DEVICE	Unavailable	1,617,821	France
MYSTIQUE	06/03/88	341,118	Canada
MYSTIQUE	Unavailable	1,296,183	U.K.
NATURAL HABITAT	12/08/92	1,739,109	U.S.
NATURALLY YOURS	11/02/79	236,959	Canada
NATURALLY YOURS	11/29/77	1,078,484	U.S.
NOW	05/31/85	303,266	Canada
OFFICE MATES	02/22/95	74-637,230	U.S.
OPEN HOUSE	05/31/88	1,490,328	U.S.
ORIENTAL IMPRESSIONS	02/28/89	1,526,867	U.S.
OUTLINES	12/22/98	2,213,366	U.S.

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TRADEMARK  
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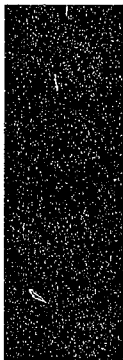
<u>TRADEMARK</u>	<u>DATE OF REGISTRATION OR APPLICATION</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY</u>
PAINTABLE IMPRESSIONS	10/25/96	465,146	Canada
PAINTABLE IMPRESSIONS	Unavailable	227,496	Mexico
PAINTABLE IMPRESSIONS	06/25/96	1,982,437	U.S.
PALAZZO	Unavailable	2,111,870	U.K.
PARAMOUNT	Unavailable	556,615	U.K.
PARK LANE	12/18/92	406,501	Canada
PARK LANE	05/08/95	74-671,358	U.S.
PERMATEX	Unavailable	658,429	U.K.
PINE VALLEY PRINTS	05/12/92	1,686,537	U.S.
PLEXUS	12/08/92	1,738,391	U.S.
QUICK	08/13/83	754,640	U.S.
QUINCY PLACE	06/03/97	2,067,704	U.S.
RAINBOWS	05/18/84	291,146	Canada
REALIFE	09/14/99	2,277,362	U.S.
RECIPES	09/25/95	74-733,928	U.S.
ROOM BOOKS	12/23/83	286,192	Canada
ROOM PLANNER	05/12/92	1,686,358	U.S.
S	09/29/87	1,459,363	U.S.
S & W DESIGN	11/12/96	828,591	Canada
SANTA FE	07/30/91	1,652,482	U.S.
SAPPHIRE	Unavailable	1,313,898	U.K.
SAPPHIRE SECRETS	06/03/97	2,067,420	U.S.
SAPPHIRE STUDIO	01/18/94	1,817,473	U.S.
SATIN ROMANCE	04/26/94	1,832,807	U.S.
SEASIDE	05/07/96	1,973,412	U.S.
SERENITY	07/17/94	1,846,211	U.S.
SHAND KYDD	03/07/11	10,761	Australia
SHAND KYDD	Unavailable	64,570	Austria
SHAND KYDD	Unavailable	104,337	Benelux

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**TRADEMARK**  
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**TRADEMARK**  
**REEL: 003531 FRAME: 0574**



<u>TRADEMARK</u>	<u>DATE OF REGISTRATION OR APPLICATION</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY</u>
SHAND KYDD	03/16/73	189,270	Canada
SHAND KYDD	Unavailable	371,417	Chile
SHAND KYDD	Unavailable	929,807	China
SHAND KYDD	Unavailable	3494/68	Denmark
SHAND KYDD	Unavailable	142,391	Finland
SHAND KYDD	Unavailable	1,478,893	France
SHAND KYDD	Unavailable	142,588	Germany
SHAND KYDD	Unavailable	B660/81	Hong Kong
SHAND KYDD	Unavailable	420,901	Indonesia
SHAND KYDD	Unavailable	420,902	Indonesia
SHAND KYDD	Unavailable	74,441	Ireland
SHAND KYDD	Unavailable	526,184	Italy
SHAND KYDD	Unavailable	3,338,617	Japan
SHAND KYDD	Unavailable	3,368,307	Japan
SHAND KYDD	Unavailable	419,524	Korea
SHAND KYDD	Unavailable	411,097	Korea
SHAND KYDD	07/31/97	M-97-1267	Latvia
SHAND KYDD	07/31/98	98,2623	Lithuania
SHAND KYDD	09/09/97	97-12,851	Malaysia
SHAND KYDD	11/03/97	312,984	Mexico
SHAND KYDD	Unavailable	503,802	Mexico
SHAND KYDD	Unavailable	B89549	New Zealand
SHAND KYDD	Unavailable	77,818	Norway
SHAND KYDD	Unavailable	R101164	Poland
SHAND KYDD	Unavailable	158,286	Portugal
SHAND KYDD	Unavailable	144179	Russian Fed (CIS)
SHAND KYDD	02/24/95	I709/95(CI.27)	Singapore
SHAND KYDD	02/24/95	I708/95(CI.24)	Singapore

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TRADEMARK  
REEL: 002261 FRAME: 0525

TRADEMARK  
REEL: 003531 FRAME: 0575

<u>TRADEMARK</u>	<u>DATE OF REGISTRATION OR APPLICATION</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY</u>
SHAND KYDD	Unavailable	69/8011	South Africa
SHAND KYDD	Unavailable	567,241	Spain
SHAND KYDD	Unavailable	125,705	Sweden
SHAND KYDD	Unavailable	370,493	Switzerland
SHAND KYDD	Unavailable	491,683	Taiwan
SHAND KYDD	Unavailable	KOR38226	Thailand
SHAND KYDD	1969	927,252	U.K.
SHAND KYDD	03/22/91	1,394,452	U.K.
SHAND KYDD	09/15/70	898,629	U.S.
SHAND KYDD	08/04/97	97,082,423/T	Ukraine
SHAND KYDD	1911	321,251	U.K.
SHAND KYDD	Unavailable	18597	Vietnam
SHELBOURNE	09/08/87	1,456,634	U.S.
SILKEN MINIATURES BY UNITED .	07/02/85	1,346,425	U.S.
SIMPLISTICK	02/25/00	2,223,520	U.K.
SONATA	Unavailable	74-654,510	U.S.
SP AND DESIGN	05/12/87	1,439,319	U.S.
SP LOGO	03/25/97	2,047,998	U.S.
SPORTS BANNER	02/27/96	1,958,358	U.S.
STAMP OUT STAINS	05/05/92	1,685,271	U.S.
STERLING PRINTS	01/24/89	1,521,936	U.S.
STICK'N PLAY	01/04/01	539,127	Canada
STICK'N PLAY	03/28/00	2,336,425	U.S.
STOREYS	Unavailable	2,111,561	U.K.
STRAWBERRY JAM	06/12/92	399,204	Canada
STYLIST	06/08/84	291,617	Canada
SUNFASHION COORDINATES	03/04/97	471,898	Canada
SUN-TEX	Unavailable	1,378,081	France
SUN-TEX	Unavailable	(77)08002	Taiwan

CH-1154055v1

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TRADEMARK  
REEL: 002261 FRAME: 0526

TRADEMARK  
REEL: 003531 FRAME: 0576



<u>TRADEMARK</u>	<u>DATE OF REGISTRATION OR APPLICATION</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY</u>
SUN-TEX	Unavailable	1,284,680	U.K.
SUN-TEX	Unavailable	1,284,681	U.K.
SUN-TEX	12/23/86	1,422,036	U.S.
SUN-VINYL	06/16/67	151,510	Canada
SUN-VINYL	01/09/68	841,956	U.S.
SUNWALL	Unavailable	1,378,175	France
SUNWALL	Unavailable	(77)08,001	Taiwan
SUNWALL	Unavailable	1,284,682	U.K.
SUNWALL	Unavailable	1,284,683	U.K.
SUNWORTHY	Unavailable	A271,288	Australia
SUNWORTHY	01/21/35	UCA04331	Canada
SUNWORTHY	07/09/93	414,469	Canada
SUNWORTHY	07/24/62	734,938	U.S.
SUNWORTHY & DESIGN	10/01/93	417,618	Canada
SUNWORTHY COMBINATION MARK	Unavailable	Application	Canada
SURE TOUCH	07/02/96	1,984,090	U.S.
SW & DESIGN	11/12/96	828,591	Canada
SW SUNWORTHY WALLCOVERINGS & DESIGN	11/05/96	75-193,368	U.S.
SYMPHONY	08/08/97	2,006,204	U.K.
SYMPHONY	Unavailable	1,358,794	U.K.
TEXTILES FOR THE WALL	11/24/92	1,734,992	U.S.
THE HOUSE YOU LIVE IN	02/08/94	1,820,691	U.S.
THE IMPERIAL HOME DECOR GROUP	01/29/98	75-425,559	U.S.
THE IMPERIAL PROMISE	04/04/97	75-269,238	U.S.
THE MOST BEAUTIFUL WALLCOVERINGS	07/20/95	74-705,252	U.S.
THE WHITES COLLECTION	07/16/96	1,987,760	U.S.
THOREAU	06/11/96	1,980,263	U.S.
THREE'S COMPANY	06/25/93	414,039	Canada
TIMELESS	08/09/94	1,849,413	U.S.

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**TRADEMARK**  
**REEL: 002261 FRAME: 0527**

**TRADEMARK**  
**REEL: 003531 FRAME: 0577**

<u>TRADEMARK</u>	<u>DATE OF REGISTRATION OR APPLICATION</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY</u>
TODAY'S CASUAL STYLE	06/04/96	1,987,047	U.S.
TOUCHDOWN	03/23/84	289,062	Canada
TOUCHDOWN	Unavailable	1,087,790	U.K.
TOUCH-DOWN	07/21/72	184,548	Canada
TRANSPRINTS & DEVICE	11/21/97	820,404,004	Brazil
TRANSPRINTS DEVICE	Unavailable	1,034,392	U.K.
TRIANGLES DESIGN	07/30/85	1,351,620	U.S.
TRIANGLES DESIGN; SUN & RAYS	01/14/83	275,816	Canada
TRILLIUM	12/18/92	406,502	Canada
TWO HORSES DEVICE	Unavailable	1,410,830	Argentina
UNITED WALLCOVERINGS	01/20/87	1,425,832	U.S.
VALOIS DISTRIBUTION	08/07/87	330,746	Canada
VICTORIAN ROMANCE	05/21/91	1,645,354	U.S.
VILLAGE PRINTS	07/30/91	1,652,481	U.S.
VISIONARY OPTIONS	05/26/98	2,160,304	U.S.
WINDOWS AND WALLS FASHION	06/02/93	730,280	Canada
WALLS BY DESIGN	06/30/94	74-546,428	U.S.
WALLSHOP & DESIGN	08/16/96	461,239	Canada
WATERMARK SERIES	03/19/93	409,785	Canada
WEATHERVANE PRINTS	05/28/91	1,646,131	U.S.
WESTMOUNT	04/28/95	781,749	Canada
WESTMOUNT VICTORIA	05/08/95	74-671,004	U.S.
WESTMOUNT WALL COVERINGS	01/14/97	2,031,074	U.S.
WESTWOOD	09/03/96	822,257	Canada
WESTWOOD	08/29/96	75-157,924	U.S.
WE'VE GOT YOUR STYLE!	06/21/88	1,493,732	U.S.
WINDSCAPE	04/02/96	1,965,530	US
WOODCREST	02/15/96	804,669	Canada
WOODWORKS	01/27/98	2,132,124	U.S.

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TRADEMARK  
REEL: 002261 FRAME: 0528

TRADEMARK  
REEL: 003531 FRAME: 0578



<u>TRADEMARK</u>	<u>DATE OF REGISTRATION OR APPLICATION</u>	<u>REGISTRATION NUMBER</u>	<u>COU</u>
YES YOU CAN & DESIGN	11/26/93	420,063	Can
YES-YOU-CAN	10/21/77	223,809	Can
YES-YOU-CAN	08/30/83	1,249,800	U
YOUNG AND FANCIFUL	06/04/91	1,646,916	U
YOUR LIFE, YOUR STYLE, YOU'RE HOME	12/03/97	75-399,546	U

CH-1154055v1

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**TRADEMARK**  
**REEL: 002261 FRAME: 052**

**TRADEMARK**  
**REEL: 003531 FRAME: 0579**

SCHEDULE B  
To  
TRADEMARK SECURITY AGREEMENT

Dated as of March 30, 2001

UNREGISTERED TRADEMARKS

CHATSWORTH PARK

COLOR OPTIONS

COMPANIONS

COMPANIONS

FAIRVIEW FABRICS & FLORALS

FAIRVIEW FLORALS AND FABRICS

FUN FRIENDS

*IMPERIAL*

IMPERIAL COLOR SYSTEM

MANCHESTER

MRS. MITCHELL'S COUNTRY KITCHEN

*SW SUNWORTHY WALLCOVERINGS & DESIGN*

THE IMPERIAL PROMISE

WINDOWS AND WALLS

FASHION

WALLS BY DESIGN

WESTMOUNT VICTORIA

YOUR LIFE, YOUR STYLE, YOU'RE HOME

CH-1154055v1

Imperial Home Decor Group Management, Inc.

TRADEMARK  
REEL: 002261 FRAME: 053

TRADEMARK  
REEL: 003531 FRAME: 0580

EXHIBIT A

FORM OF ASSIGNMENT

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (the "Assignment") is made as of \_\_\_\_\_, 20 \_\_, by IMPERIAL HOME DECOR GROUP MANAGEMENT, INC., a Delaware corporation ("Assignor"), in favor of THE CHASE MANHATTAN BANK, in its capacity as agent for itself and the Lenders (the "Assignee"). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement referred to below.

Recitals

WHEREAS, the Assignor and the Assignee are parties to that certain Trademark Security Agreement dated as of March 30, 2001, made by the Assignor to the Assignee (the "Agreement") providing that under certain conditions specified therein the Assignor shall execute this Assignment; and

WHEREAS, the aforementioned conditions have been fulfilled.

NOW THEREFORE, the Assignor hereby agrees as follows:

1. Assignment of Trademarks. The Assignor hereby grants, assigns and conveys to the Assignee its entire right, title and interest in and to (a) the trademarks, tradenames, trademark registrations and trademark applications listed on Schedule I attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages, payments and other proceeds now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing are sometimes hereinafter referred to, either individually or collectively, as the "Trademarks"), and (b) the goodwill of the Assignor's business connected with and symbolized by the Trademarks (together with the Trademarks, the "Collateral").

2. Representations and Warranties. The Assignor represents and warrants that it has the full right and power to make the assignment of the Collateral made hereby and that it has made no previous assignment, transfer, agreement in conflict herewith or constituting a present or future assignment or encumbrance of any or all of the Collateral, except as set forth in the Agreement.

3. Modification. This Assignment cannot be altered, amended or modified in any way, except by a writing signed by the parties hereto.

4. Binding Effect; Governing Law. This Assignment shall be binding upon the Assignor and its successors and shall inure to the benefit of the Assignee and its successors and assigns. This Assignment shall, except to the extent that federal law or laws of another state apply to the Collateral or any part thereof, be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed and delivered as of the date first above written.

**IMPERIAL HOME DECOR GROUP  
MANAGEMENT, INC., a Delaware corporation**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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**TRADEMARK  
REEL: 002261 FRAME: 0531**

**TRADEMARK  
REEL: 003531 FRAME: 0582**

SCHEDULE I

Trademarks

Trademark Registration Number or  
(Application Serial Number)

Registration or  
(Filing Date)

[To be completed at time of outright assignment, to reflect all their existing Trademarks.]

S-1

RECORDED: 06/01/2001

TRADEMARK  
REEL: 002261 FRAME: 053

TRADEMARK  
REEL: 003531 FRAME: 0583

**EXHIBIT B**



05-24-2001



101729977

5-24-01

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
  - Security Agreement  Nunc Pro Tunc Assignment
  - Merger  Change of Name
  - Other
- Effective Date  
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership
- Corporation  Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

05/24/2001 BTGN11 00000241 737159

FOR OFFICE USE ONLY

01 FD:481 40.00 DP  
02 FD:482 4500.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

REEL: 007294 FRAME: 0001

REEL: 003531 FRAME: 0585

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="737159"/>	<input type="text" value="1780240"/>	<input type="text" value="1309172"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1042379"/>	<input type="text" value="74 491151"/>	<input type="text" value="75 164793"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2153668"/>	<input type="text" value="1238425"/>	<input type="text" value="1915144"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Jehan Gammal

Name of Person Signing

Signature

5-23-2001

Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

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Corporation  Association

Other

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Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
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2149350	1646917	75 139931
2042715	1598589	1671864
737159	2074081	1715993
74 552153	1768748	1951874
1346061	1092878	1586718
1727807	74 693158	2016359
1739110	1739982	1653775

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

**Conveying Party**

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Execution Date  
Month Day Year

Name



Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

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DBA/AKA/TA

Composed of

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Address (line 3)




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Trademark Application Number(s)

Registration Number(s)

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74 537303	1651568	1344746
1648908	75 212199	74656927
75 092656	1364554	75 632369
675099	2266243	1661693
75 212193	1984149	2259730
1417548	1351620	1968795
2017685	1256165	2379842

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

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DBA/AKA/TA

Composed of

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If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

**Trademark Application Number(s) or Registration Number(s)**

**XX**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

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1110590	1981155	2175417
647851	1722135	673532
75178507	1227639	652763
1713550	2004886	1367182
1981154	1236264	74647649
1981157	74553680	74467997
1981156	74543668	1797124

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name



Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

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DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)




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Trademark Application Number(s)

Registration Number(s)

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74467996	1490323	75399545
1829835	1648234	75500213
1687829	75568509	75569559
74678442	75433692	75399544
75813955	2047096	906747
1090393	697832	1888522
75034301	75431953	75505827

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

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DBA/AKA/TA

Composed of

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1172411	1244652	75595169
74626875	1297813	2143199
662594	1395775	1245444
667751	1394917	1115696
1342621	75325012	1256165
1368963	2039469	1244533
1655619	648613	1014920

RECORDATION FORM COVER SHEET  
 CONTINUATION  
 TRADEMARKS ONLY

**Conveying Party**  
 Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
 Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**  
 Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership

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If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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<input type="text" value="1315848"/>	<input type="text" value="74637230"/>	<input type="text" value="1738391"/>
<input type="text" value="1961171"/>	<input type="text" value="1490328"/>	<input type="text" value="754640"/>
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<input type="text" value="1687948"/>	<input type="text" value="2213366"/>	<input type="text" value="2277362"/>
<input type="text" value="1675956"/>	<input type="text" value="1982437"/>	<input type="text" value="74733928"/>
<input type="text" value="1739109"/>	<input type="text" value="74671358"/>	<input type="text" value="1686358"/>
<input type="text" value="1078484"/>	<input type="text" value="1686537"/>	<input type="text" value="1459363"/>



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XX

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**Registration Number(s)**

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1652482	1456634	1521936
2067420	1346425	2336425
1817473	74654510	1422036
1832807	1439319	841956
1973412	2047998	734938
1846211	1958358	1984090
989629	1685271	75193368

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1734992	1849413	74546428
1820691	1987047	1646131
75425559	1351620	74671004
75269238	1425832	2031074
74705252	1645354	75157924
1987760	1652481	1493732
1980263	2160304	1965530

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2132124	<input type="text"/>	<input type="text"/>
1249800	<input type="text"/>	<input type="text"/>
1646916	<input type="text"/>	<input type="text"/>
75399546	<input type="text"/>	<input type="text"/>
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") is made and entered into as of March 30, 2001 by IMPERIAL HOME DECOR GROUP MANAGEMENT, INC., a Delaware corporation ("Grantor"), in favor of BANK OF AMERICA, N.A., as agent ("Agent") for the Lenders described below.

### WITNESSETH:

WHEREAS, pursuant to that Credit Agreement dated as of the date hereof by and among Imperial Home Decor Group, Inc., a Delaware corporation ("IHDG-U.S."), Vernon Plastics, Inc., a Delaware corporation ("Vernon"), and The Imperial Home Decor Group (UK) Limited, a corporation organized under the laws of England and Wales ("IHDG-U.K." and, together with IHDG-U.S. and Vernon collectively the "Borrowers" and individually a "Borrower"), Agent and the Persons signatory thereto from time to time as Lenders (as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement") Lenders have agreed to make Revolving Loans to, and issue Letters of Credit for the benefit of Borrowers. When capitalized and used herein, terms defined in the Credit Agreement and not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement;

WHEREAS, Grantor is an affiliate of the Borrowers and will derive direct and indirect economic benefits from the making of the Revolving Loans and other financial accommodations provided to Borrowers pursuant to the Credit Agreement;

WHEREAS, Grantor has executed a Guaranty as of the date hereof (the "Guaranty") pursuant to which Grantor has agreed to guaranty all the Obligations of the Borrowers under the Credit Agreement; and

WHEREAS, the Lenders have required, as a condition to the extension of credit under the Credit Agreement, that Grantor grant to the Agent, for the benefit of the Lenders, a security interest in and to the Collateral (as defined herein) to secure Grantors obligations under the Guaranty.

### AGREEMENT

NOW THEREFORE, in consideration of the premises and in order to induce the Lenders to extend credit under the Credit Agreement, Grantor hereby agrees with the Agent for its benefit and the ratable benefit of the Lenders as follows:

1. Creation of Security Interest. Grantor hereby grants to the Agent a security interest in all of Grantor's right, title and interest in and to the collateral described in Section 2 herein (the "Collateral") and the goodwill of the business embodied by the Collateral in order to secure the payment and performance of all Obligations. Nothing herein shall be deemed to be a grant of a security interest in or assignment of a license for Proprietary Rights, if such grant or assignment violates the terms of, or results in a right of termination with such license.

2. Collateral. The Collateral is:

(a) all of Grantor's trademarks, trademark registrations, tradenames and trademark applications, which, in each case, are now or hereafter filed with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or any similar office or agency of any other countries or used in the United States, any state, territory or possession thereof or any other country, including, without limitation, the trademarks, tradenames, trademark registrations and trademark applications listed on Schedule A attached hereto and made a part hereof, and (i) renewals thereof, (ii) trademarks listed on Schedule B, (iii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and trademark applications, together with the items described in clauses (i)-(iv) in this subparagraph (a), are sometimes hereinafter referred to, either individually or collectively, as the "Trademarks");

(b) the goodwill of Grantor's business connected with and symbolized by the Trademarks; and

(c) any and all rights now owned or hereafter acquired by Grantor under any written agreement granting any right to use any other Person's registered and unregistered trademarks (the "Trademark Licenses"), including those listed on Schedule C attached hereto.

3. Restrictions on Future Agreements. Until the Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated, Grantor will not without the Agent's prior written consent, (a) enter into any agreement, including, without limitation, any license agreement that is inconsistent with Grantor's obligations under this Agreement, any other Loan Document to which Grantor is a party, or the Credit Agreement, (b) take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action (including, without limitation, the abandonment of any Trademark), that would affect the validity or enforceability of the rights granted to the Agent under this Agreement, or (c) enter into any agreement, including, without limitation, any license agreement that may restrict or inhibit the Agent's rights to sell or otherwise dispose of the Collateral or any part thereof after the occurrence of an Event of Default.

4. New Trademarks. Grantor represents and warrants that the Trademarks listed on Schedule A constitute all of the Trademarks, which are as of the Closing Date owned by or are pending on behalf of Grantor in the United States or any state of the United States (as set forth on Schedule A) and that, except as set forth on Schedule B hereto, Grantor is not aware of any such Trademarks which are not registered or applied for in the United States or any state thereof. If, before the Obligations shall have been satisfied in full, Grantor shall (a) (i) obtain any registration or apply for or cause to be filed or have filed on its behalf any application for

Trademark registration after the date hereof in the United States Patent and Trademark Office or in any similar office or agency of a state, territory or possession of the United States or (ii) obtain rights to any trademarks or tradenames used in the United States or any state, territory or possession thereof, or (b) (i) become entitled to the benefit of any trademark application, trademark, tradename or trademark registration in the United States or any state, territory or possession thereof or (ii) become entitled to the benefit of any trademark or tradenames used in the United States or any state, territory or possession thereof, the provisions of Section 1 shall automatically apply thereto and Grantor shall give to the Agent prompt written notice thereof. Grantor hereby authorizes the Agent to modify this Agreement by amending Schedule A to include any future Trademark License and Trademarks, as applicable, under Section 2 or under this Section 4.

5. Additional Representations and Warranties. Grantor hereby represents, warrants, covenants and agrees that:

(a) Except as otherwise provided herein or in the Credit Agreement, it is and will continue to be the owner of all its right, title and interest in the Collateral so long as the Trademarks shall continue in force, free from any Lien in favor of any Person.

(b) It has the full right and power to grant the security interest in the Collateral made hereby.

(c) Except as permitted under the Credit Agreement, it has made no previous assignment, transfer or agreements in conflict herewith or constituting a present or future assignment, transfer, or encumbrance on any of the Collateral except, but without in any way limiting the provisions of subsection 5(b) above, for license agreements to use such Collateral granted to licensees, consents and other agreements in the ordinary course of business which limit the right of Borrowers or its licensees to use the Trademarks or sue for infringement.

(d) Except as permitted under the Credit Agreement, so long as any Obligations remain outstanding under the Credit Agreement or the Credit Agreement has not terminated, it will not execute, and there will not be on file in any public office, any financing statement or other document or instruments evidencing or giving notice of liens affecting the Collateral.

(e) To the best of Grantor's knowledge, no material infringement or unauthorized use presently is being made of any of the Trademarks which would adversely affect the fair market value of the Collateral or the benefits of this Agreement granted to the Agent, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of the Agent hereunder and Grantor will continue to maintain monitoring and enforcement practices which fully and adequately protect the Collateral. Grantor has advised the Agent of its trademark monitoring and enforcement practices, and will not materially modify such practices without the prior written consent of the Agent.

6. Royalties; Terms. Grantor hereby agrees that the permitted use by the Agent of all Trademarks shall be to the extent of use permitted by Grantor without any liability

for royalties or other related charges from the Agent to Grantor. The term of the security interest granted herein shall extend until the earlier of (a) the expiration of each of the respective Trademarks, or (b) the Obligations have been paid in full in cash and the Credit Agreement has been terminated.

7. Agent's Right to Inspect. Grantor agrees that from and after the occurrence of an Event of Default (until such Event of Default is cured or waived) and the provision by the Agent of written notice to Grantor of the Agent's intention to enforce its rights and claims against any of the Collateral, the Agent shall have the right to establish such additional product quality controls as the Agent, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Borrowers under the Trademarks. Grantor agrees (a) not to sell or assign its interest in, or grant any license under the Trademarks that is inconsistent with Grantor's obligations under this Agreement, any other Loan Document to which Grantor is a party, or the Credit Agreement, without the prior written consent of the Agent; (b) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of such products as of the date hereof; (c) not reduce the quality of such products without the Agent's express written consent; and (d) to provide the Agent, upon request, with a certificate of an officer of Grantor certifying Grantor's compliance with the foregoing.

8. Termination of Agent's Security Interest. This Agreement is made for collateral purposes only. Upon payment in full in cash of all Obligations and termination of the Credit Agreement, the Agent's security interest in the Collateral shall automatically terminate without any further action, and Agent shall, at Grantor's sole cost and expense, promptly execute and deliver to Grantor all termination statements and other instruments as may be necessary or proper to terminate the Agent's security interest in the Collateral, subject to any disposition thereof that may have been made by the Agent pursuant to Section 15 or any other provision hereof.

9. Duties of Grantor. Grantor shall (a) prosecute diligently any trademark application that is part of the Trademarks pending as of the date hereof or thereafter until the Obligations shall have been paid in full and the Credit Agreement shall have been terminated, (b) file application for trademarks, as appropriate, (c) preserve and maintain all rights in trademark applications, trademarks, tradenames, and trademark registrations that are part of the Trademarks, (d) not abandon any right to file a trademark application nor any pending trademark application, in each case if material to Grantor's business, without the consent of the Agent, and (e) not abandon any given Trademark material to Grantor's business without the consent of the Agent. Any expenses incurred in connection with the trademark applications referred to in this Section 9 shall be borne by Grantor. Grantor agrees to retain an experienced trademark attorney for the filing and prosecution of all such applications and other proceedings and to cause such attorney to keep the Agent and its counsel advised on a current basis of any such applications or proceedings.

If Grantor fails to comply with any of the foregoing duties, the Agent may so comply in Grantor's name to the extent permitted by law, but at Grantor's expense, and Grantor

hereby agrees to reimburse the Agent in full for all expenses, including the fees and disbursements of attorneys and paralegals (including charges for inside counsel) incurred by the Agent in protecting, defending and maintaining the Collateral.

In the event that Grantor shall fail to pay when due any fees required to be paid by it under this Section 9 or otherwise to preserve the Trademarks, or shall fail to discharge any Lien, prohibited hereby, or shall fail to comply with any other duty hereunder, the Agent may, but shall not be required to pay, satisfy, discharge or bond the same for the account of Grantor, and all moneys so paid out shall repayable on demand.

Grantor shall take all action necessary to preserve and maintain the validity, perfection and first priority of the Agent's security interest granted herein in the Collateral including recording this Agreement with the United States Patent and Trademark Office against any and all trademark applications and trademark registrations.

10. Agent's Right to Sue. After the occurrence of an Event of Default and so long as such Event of Default is continuing, the Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Collateral, and any licenses thereunder, and, if the Agent shall commence any such suit, Grantor shall, at the request of the Agent, do any and all reasonable and necessary lawful acts including joining in any suit commenced by the Agent as a party and execute any and all proper documents required by the Agent in aid of such enforcement and Grantor shall indemnify and shall, upon demand, promptly reimburse the Agent for all reasonable and necessary costs and expenses incurred by the Agent in the exercise of its rights under this Section 10.

11. Waivers. No course of dealing between Grantor and the Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction. If any provision hereof shall render an otherwise valid Trademark invalid, unenforceable or ineffective, then such provision shall be void ab initio to the extent that the validity, enforceability or effectiveness of the Trademark is thereby preserved and Grantor shall make suitable other valid arrangements to provide the Agent with equivalent protections to that intended hereby.

13. Amendments. This Agreement or any provision thereof may be changed, waived, or terminated only in the manner set forth in Section 4 hereof or in writing and signed by the Grantor and Agent.



14. Remedies. If any Event of Default shall have occurred and be continuing, then the Agent shall be entitled to exercise in respect of the Collateral, in addition to other rights and remedies provided for herein in the Credit Agreement or other Financing Agreements or otherwise available to it, all of the rights and remedies of a secured party under the Uniform Commercial Code (the "Code") (whether or not the Code applies to the affected Collateral) and also may (a) require Grantor, and Grantor hereby agrees that it will upon the request of the Agent, forthwith, (i) execute and deliver an assignment, substantially in the form of Exhibit A hereto, of all right, title and interest in and to the Collateral and the goodwill of the business symbolized by the Collateral, and (ii) take such other action as the Agent may request to effectuate the outright assignment of such Collateral and the goodwill of the business symbolized by the Collateral, or to exercise, register or further perfect and protect its rights and remedies with respect to such assigned Collateral, and (b) without notice except as specified below, sell the Trademarks and the goodwill of the businesses related thereto or any part thereof in one or more parcels at public or private sale, at any of the Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such terms as the Agent may deem commercially reasonable. Grantor agrees that at least ten (10) days' notice to Grantor of the time and place of any public sale or the time which any private sale is to be made shall constitute reasonable notification. The Agent shall not be obligated to make any sale of the Collateral regardless of notice of sale having been given. The Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

15. Cumulative Remedies; Power of Attorney; Effect on Credit Agreement.

All of the Agent's rights and remedies with respect to the Collateral, whether established hereby, by the Credit Agreement, by any other agreements, or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes the Agent to make, constitute and appoint any officer or agent of the Agent as the Agent may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact which power of attorney shall be irrevocable and shall be deemed to be coupled with an interest, with power, from and after the occurrence of an Event of Default but only while such Event of Default is continuing, (a) to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Agent in the use of the Collateral including, without limitation, if Grantor fails to execute and deliver within ten (10) Business Days the assignment substantially in the form of Exhibit A hereto, or (ii) take any other actions with respect to the Collateral as the Agent deems in the best interest of the Agent, and (b) after the provision by the Agent of written notice to Grantor of the Agent's intention to enforce its rights and claims against any of the Collateral, to (i) grant or issue any exclusive or non-exclusive license under the Collateral to anyone, or (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until all Obligations shall have been paid in full and the Credit Agreement has been terminated. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Agent under the Credit Agreement but rather is intended to facilitate the exercise of such rights and remedies. The Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a

secured party under the Code as enacted in any jurisdiction in which the Collateral may be located. Recourse to security will not be required at any time.

16. Notice. Any notice, approval, consent or other communication to any party hereunder shall be in the form and manner, and to the addresses as set forth in the Credit Agreement. (Care of Imperial Home Decor Group, Inc. in the case of Grantor)

17. Continuing Security Interest; Transfer of Notes. This Agreement shall create a continuing security interest in the Collateral and shall (a) remain in full force and effect until payment in full in cash (after the Credit Agreement has been terminated) of the Obligations, (b) be binding upon Grantor, its successors and assigns, and (c) inure, together with the rights and remedies of the Agent hereunder, to the benefit of the Agent, the Lenders and their respective successors, transferees and assigns as permitted under the Credit Agreement. Without limiting the generality of the foregoing clause (c), any Lender may, except as limited by the express terms of the Credit Agreement, assign or otherwise transfer any of its interests in the Credit Agreement held by it to any other person or entity, and such other person or entity shall thereupon become vested with all the benefits in respect thereof granted to such Lender herein or otherwise.

18. Authority of Agent. The Agent shall have and be entitled to exercise all powers hereunder which are specifically delegated to the Agent by the terms hereof, together with such powers as are reasonably incident thereto. The Agent may perform any of its duties hereunder or in connection with the Collateral by or through agents or employees and shall be entitled to retain counsel and to act in reliance upon the advice of counsel concerning all such matters. Neither the Agent nor any director, officer, employee, attorney or agent of the Agent shall be liable to Grantor for any action taken or omitted to be taken by it or them hereunder, except for its or their own gross negligence or willful misconduct; nor shall the Agent be responsible for the validity, effectiveness or sufficiency hereof or of any document or security furnished pursuant hereto. The Agent and its directors, officers, employees, attorneys and agents shall be entitled to rely on any communication, instrument or document reasonably believed by it or them to be genuine and correct and to have been signed or sent by the proper person or persons. Grantor agrees to indemnify and hold harmless the Agent and any other person from and against any and all reasonable and necessary costs, expenses (including fees and expenses of attorneys and paralegals (including charges of inside counsel)), claims or liability incurred by the Agent or such person hereunder, unless such claim or liability shall be due to willful misconduct or gross negligence on the part of the Agent or such person.

19. Interpretation of Agreement. Time is of the essence of each provision of this Agreement of which time is an element. All terms not defined herein shall have the meaning set forth in the Code, except where the context otherwise requires. To the extent any term or provision of this Agreement conflicts with the Credit Agreement and is not dealt with more specifically herein, the Credit Agreement shall control with respect to such term or provision.

20. Reinstatement. This Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by the Agent or any Lender in

respect of the Obligations is rescinded or must otherwise be restored or returned by the Agent or any Lender upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of Grantor or any Borrower or upon the appointment of any intervenor or conservator of, or trustee or similar official for, the Grantor or any Borrower or any substantial part of their assets, or otherwise, all as though such payments had not been made.

21. Final Expression. This Agreement, together with any other agreement executed in connection herewith, is intended by the parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms and conditions thereof. Acceptance of or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.

22. Survival of Provisions. All representations, warranties and covenants of Grantor contained herein shall survive the execution and delivery of this Agreement, and shall terminate only upon the full and final payment of the Obligations and termination of the Credit Agreement.

23. Release; Termination of Agreement.

(a) Upon Agent's written consent and as otherwise permitted under the Credit Agreement, Grantor may sell or dispose of any Collateral. If consented to by Agent and as otherwise permitted under the Credit Agreement, the Agent shall promptly execute and deliver to Grantor a release or releases (including, without limitation, Uniform Commercial Code termination statements and instruments of satisfaction, discharge, or reconveyance) in form reasonably satisfactory to Grantor and Agent to release the lien of this Agreement with respect to such released Collateral. Such releases shall be without warranty by or recourse to the Agent, except as to the absence of any prior assignments by the Agent of its interest in the Collateral, and shall be at the expense of Grantor.

(b) This Agreement shall terminate when all commitments to lend to Borrowers have terminated and all Obligations of Borrowers have been indefeasibly paid in full. At such time, the Agent shall promptly reassign and redeliver to Grantor all of the Collateral hereunder which has not been sold, disposed of, retained or applied by the Agent in accordance with the terms hereof. Such reassignment and redelivery shall be without warranty by or recourse to the Agent, except as to the absence of any prior assignments by the Agent of its interest in the Collateral, and shall be at the expense of Grantor.

24. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same agreement.

25. Statute of Limitations. Grantor hereby waives the right to plead any statute of limitations as a defense to any indebtedness or obligations hereunder or secured hereby to the full extent permitted by law.

26. GOVERNING LAW; SUBMISSION TO JURISDICTION; WAIVER OF JURY TRIAL; WAIVER OF DAMAGES.

(a) THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED UNDER THE LAWS OF THE STATE OF ILLINOIS, AND ANY DISPUTE ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN GRANTOR, THE AGENT AND THE LENDERS IN CONNECTION WITH THIS AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH THE INTERNAL LAWS (AS OPPOSED TO THE CONFLICTS OF LAWS PROVISIONS) AND DECISIONS OF THE STATE OF ILLINOIS.

(b) EXCEPT AS PROVIDED IN THE NEXT PARAGRAPH, GRANTOR AND THE AGENT AGREE THAT ALL DISPUTES BETWEEN THEM ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED ONLY BY STATE OR FEDERAL COURTS LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, BUT GRANTOR AND THE AGENT ACKNOWLEDGE THAT ANY APPEALS FROM THOSE COURTS MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE OF THE COUNTY OF COOK, STATE OF ILLINOIS. GRANTOR WAIVES IN ALL DISPUTES ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT CONSIDERING THE DISPUTE INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS.

(c) GRANTOR AGREES THAT THE AGENT AND ANY LENDER SHALL HAVE THE RIGHT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO PROCEED AGAINST GRANTOR OR ITS PROPERTY IN A COURT IN ANY LOCATION REASONABLY SELECTED IN GOOD FAITH TO ENABLE THE AGENT OR ANY LENDER TO REALIZE ON SUCH PROPERTY IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF THE AGENT OR ANY LENDER IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. SUBJECT TO THE RESTRICTIONS IN THIS PARAGRAPH, GRANTOR AGREES THAT IT WILL NOT ASSERT ANY PERMISSIVE COUNTERCLAIMS IN ANY PROCEEDING BROUGHT BY THE AGENT OR ANY LENDER TO REALIZE ON SUCH PROPERTY, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF THE AGENT OR ANY LENDER. GRANTOR WAIVES ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT IN WHICH THE AGENT OR ANY LENDER HAS COMMENCED A PROCEEDING DESCRIBED IN THIS PARAGRAPH INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS.

(d) GRANTOR AND THE AGENT EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT. INSTEAD, ANY DISPUTES RESOLVED IN COURT WILL BE RESOLVED IN A BENCH TRIAL WITHOUT A JURY.

(e) GRANTOR (I) AGREES THAT NEITHER THE AGENT NOR ANY LENDER SHALL HAVE ANY LIABILITY TO GRANTOR (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) FOR LOSSES SUFFERED BY GRANTOR IN CONNECTION WITH, ARISING OUT OF, OR IN ANY WAY RELATED TO, THE TRANSACTIONS CONTEMPLATED AND THE RELATIONSHIP ESTABLISHED BY THIS AGREEMENT, OR ANY ACT, OMISSION OR EVENT OCCURRING IN CONNECTION THEREWITH, UNLESS IT IS DETERMINED BY A JUDGMENT OF A COURT THAT IS BINDING ON THE AGENT OR SUCH LENDER, AS THE CASE MAY BE (WHICH JUDGMENT SHALL BE FINAL AND NOT SUBJECT TO REVIEW ON APPEAL), THAT SUCH LOSSES WERE THE RESULT OF ACTS OR OMISSIONS ON THE PART OF THE AGENT OR SUCH LENDER, AS THE CASE MAY BE, CONSTITUTING GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR KNOWING VIOLATIONS OF LAW AND (II) WAIVES, RELEASES AND AGREES NOT TO SUE UPON ANY CLAIM AGAINST THE AGENT OR ANY LENDER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE), EXCEPT A CLAIM BASED UPON GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR KNOWING VIOLATIONS OF LAW OR OTHERWISE PERMITTED BY THE LOAN DOCUMENTS. WHETHER OR NOT SUCH DAMAGES ARE RELATED TO A CLAIM THAT IS SUBJECT TO THE WAIVER EFFECTED ABOVE AND WHETHER OR NOT SUCH WAIVER IS EFFECTIVE, NEITHER THE AGENT NOR ANY LENDER SHALL HAVE ANY LIABILITY WITH RESPECT TO, AND GRANTOR HEREBY WAIVES, RELEASES AND AGREES NOT TO SUE UPON ANY CLAIM FOR, ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES SUFFERED BY GRANTOR IN CONNECTION WITH, ARISING OUT OF, OR IN ANY WAY RELATED TO THE TRANSACTIONS CONTEMPLATED OR THE RELATIONSHIP ESTABLISHED BY THIS AGREEMENT, OR ANY ACT, OMISSION OR EVENT OCCURRING IN CONNECTION THEREWITH, UNLESS IT IS DETERMINED BY A JUDGMENT OF A COURT THAT IS BINDING ON THE AGENT OR SUCH LENDER, AS THE CASE MAY BE (WHICH JUDGMENT SHALL BE FINAL AND NOT SUBJECT TO REVIEW ON APPEAL), THAT SUCH DAMAGES WERE THE RESULT OF ACTS OR OMISSIONS ON THE PART OF THE AGENT OR SUCH LENDER, AS THE CASE MAY BE, CONSTITUTING WILLFUL MISCONDUCT OR KNOWING VIOLATIONS OF LAW.

(f) EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, GRANTOR WAIVES ALL RIGHTS OF NOTICE AND HEARING OF ANY KIND PRIOR TO THE EXERCISE BY THE AGENT OR ANY LENDER OF ITS RIGHTS FROM AND AFTER THE OCCURRENCE OF AN EVENT OF DEFAULT TO REPOSSESS THE COLLATERAL WITH JUDICIAL PROCESS OR TO REPLEVY, ATTACH OR LEVY UPON THE COLLATERAL OR OTHER SECURITY FOR THE OBLIGATIONS. GRANTOR

WAIVES THE POSTING OF ANY BOND OTHERWISE REQUIRED OF THE AGENT OR ANY LENDER IN CONNECTION WITH ANY JUDICIAL PROCESS OR PROCEEDING TO OBTAIN POSSESSION OF, REPLEVY, ATTACH OR LEVY UPON COLLATERAL OR OTHER SECURITY FOR THE OBLIGATIONS, TO ENFORCE ANY JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF THE AGENT OR ANY LENDER, OR TO ENFORCE BY SPECIFIC PERFORMANCE, TEMPORARY RESTRAINING ORDER, PRELIMINARY OR PERMANENT INJUNCTION THIS SECURITY AGREEMENT OR ANY OTHER AGREEMENT OR DOCUMENT BETWEEN GRANTOR, AGENT AND THE LENDERS.

27. Waiver of Notice, Hearings and Bond. Grantor waives all rights of notice and hearing of any kind prior to the exercise by the Agent of its rights from and after the occurrence of an Event of Default to repossess the Collateral with judicial process or to replevy, attach or levy upon the Collateral or other security for the Obligations. Grantor waives the posting of any bond otherwise required of the Agent in connection with any judicial process or proceeding to obtain possession of, replevy, attach or levy upon the Collateral or other security for the Obligations, to enforce any judgment or other court order entered in favor of the Agent, or to enforce by specific performance, temporary restraining order, preliminary or permanent injunction this Agreement or any other Financing Agreement.

28. Further Assurances. At any time and from time to time, upon the written request of the Agent and at the sole expense of Grantor, Grantor shall promptly and duly execute and deliver any and all such further instruments, schedules and documents and take such further actions as the Agent may reasonably deem desirable to obtain the full benefits of this Agreement and of the rights and powers herein granted, including (i) using commercially reasonable efforts to secure all consents and approvals necessary or appropriate for the assignment to or for the benefit of the Agent of any Collateral held by Grantor or in which Grantor has any rights not heretofore assigned, and (ii) filing any additional necessary security agreements or other documents with the Copyright Office.

**[Signature Page Follows]**

IN WITNESS WHEREOF, Grantor has duly executed and delivered this Agreement as of the day and year first above written.

IMPERIAL HOME DECOR GROUP  
MANAGEMENT, INC.,  
a Delaware corporation

By: Suzanne Scholze Taylor

Name: Suzanne Scholze Taylor

Title: Secretary

By acceptance hereof as of this **30** day of March, 2001, the Agent agrees to be bound by the provisions hereof.

BANK OF AMERICA, N.A.,  
as Agent

By: Jeffrey J. Podwika

Name: \_\_\_\_\_

**Jeffrey J. Podwika**  
**Vice President**

Title: \_\_\_\_\_

SCHEDULE A  
To  
TRADEMARK SECURITY AGREEMENT

Dated as of   **MAR 30**  , 2001

Trademarks and Trademark Applications owned by Imperial Home Decor Group Management, Inc.

<u>TRADEMARK</u>	<u>DATE OF REGISTRATION OR APPLICATION</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY</u>
1834B	09/04/62	737,159	U.S.
1 <sup>ST</sup> CHOICE	06/29/76	1,042,379	U.S.
ACCENT ON TEXTURES	04/28/98	2,153,668	U.S.
ACROPOLIS	12/04/92	405,809	Canada
ADVANTAGE SUNWALL	07/06/93	1,780,240	U.S.
ADVANTAGE SUNWALL GOLD	02/17/94	74-491,151	U.S.
ALBERT VAN LUIT & CO.	05/17/83	1,238,425	U.S.
ALBERT VAN LUIT & CO.	12/11/84	1,309,172	U.S.
APPLETON LANE	09/16/96	823,388	Canada
APPLETON LANE	09/26/96	75-164,793	U.S.
APPLIQUE BY IMPERIAL	08/29/95	1,915,144	U.S.
ART ACCENTS	04/04/97	2,149,350	U.S.
ASPEN	08/23/96	461,766	Canada
ASPEN	03/11/97	2,042,715	U.S.
"B" & DESIGN	09/04/62	737,159	U.S.
"B" & DESIGN	06/03/94	428,122	Canada
BABY'S FIRST YEAR	07/21/94	74-552,153	U.S.
BACKDROPS	Unavailable	886,294	Canada
BED, BATH & BORDERS	02/10/95	439,127	Canada
BERKLEY	05/13/88	340,251	Canada
BERKLEY WALLCOVERINGS & DESIGN	09/02/88	344,387	Canada
BIRGE	11/27/93	420,070	Canada

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Imperial Home Decor Group Management, Inc.

**TRADEMARK**  
**REEL: 003531 FRAME: 0608**



<u>TRADEMARK</u>	<u>DATE OF REGISTRATION OR APPLICATION</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY</u>
BIRGE & DESIGN	07/02/85	1,346,061	U.S.
BIRGE VICTORIAN SMALL PARTS	10/27/92	1,727,807	U.S.
BORDERLINES	02/02/95	774,476	Canada
BORDERLINES	Unavailable	227,499	Mexico
BORDERLINES	12/08/92	1,739,110	U.S.
BOTANICALS	07/09/93	414,480	Canada
BRAMPTON HOUSE	06/04/91	1,646,917	U.S.
BROADCAST	05/29/90	1,598,589	U.S.
BROADCAST	06/24/97	2,074,081	U.S.
BUCKS FIZZ	05/04/93	1,768,748	U.S.
CAREFREE WALLCOVERINGS C	06/06/78	1,092,878	U.S.
CARISMA	Unavailable	134,504	France
CARISMA	Unavailable	1,011,073	U.K.
CHATSWORTH PARK	06/26/95	74-693,158	U.S.
CHEROKEE ROSE	07/09/93	414,477	Canada
CHEROKEE ROSE	12/15/92	1,739,982	U.S.
CHESTNUT HILL	07/30/96	819,731	Canada
CHESTNUT HILL	07/25/96	75-139,931	U.S.
CHROMATINTS	01/14/92	1,671,864	U.S.
CIMARRON SUNSET	09/15/92	1,715,993	U.S.
CLASSIC HARMONY	01/23/96	1,951,874	U.S.
CLASSIC INTERIORS	03/13/90	1,586,718	U.S.
CLASSIC VALUES	02/02/95	774,478	Canada
CLASSIC VALUES	Unavailable	227,497	Mexico
CLASSIC VALUES	11/12/96	2,016,359	U.S.
CLUB PRINTS	08/13/91	1,653,775	U.S.
COLLECTIONS... ROOMS WITH A VIEW	Unavailable	74-537,303	U.S.
COLONY CLUB	07/09/93	414,479	Canada
COLONY CLUB	06/25/91	1,648,908	U.S.

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TRADEMARK  
REEL: 002794 FRAME: 0025  
REEL: 003531 FRAME: 0609

<u>TRADEMARK</u>	<u>DATE OF REGISTRATION OR APPLICATION</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY</u>
COLOR OPTIONS	04/16/96	75-092,656	U.S.
COLOR-LOCKED	03/03/59	675,099	U.S.
COMPANIONS	12/23/96	832,350	Canada
COMPANIONS	12/13/96	75-212,193	U.S.
COOKIE JAR	11/18/86	1,417,548	U.S.
COTTAGE COLLECTION	06/18/93	413,675	Canada
COUNTRY AT HEART	11/19/96	2,017,685	U.S.
COUNTRY CORNERS	Unavailable	1,651,568	U.S.
COUNTRY HARVEST	12/23/96	832,351	Canada
COUNTRY HARVEST	12/13/96	75-212,199	U.S.
COVER UPS	10/08/85	1,364,554	U.S.
DANIEL WRIGHT	08/03/99	2,266,243	U.S.
DECO-PIECES	09/03/82	272,401	Canada
DECORATING SOLUTIONS	07/02/96	1,984,149	U.S.
DECORENE	Unavailable	895,717	U.K.
DESIGN ONLY	07/30/85	1,351,620	U.S.
DESIGN ONLY	11/01/83	1,256,165	U.S.
DO IT YOURSELF QUALITY HOUSE WALLCOVERINGS	06/25/85	1,344,746	U.S.
EASISTIK	Unavailable	566,982	Benelux
EASISTIK	09/24/99	517,034	Canada
EASISTIK	02/28/95	95-561,294	France
EASISTIK	02/27/95	395,087,686	Germany
EASISTIK	02/23/95	9,502,256	Hong Kong
EASISTIK	Unavailable	166,563	Ireland
EASISTIK	Unavailable	3,368,308	Japan
EASISTIK	Unavailable	503,803	Mexico
EASISTIK	Unavailable	R 101181	Poland
EASISTIK	Unavailable	144,180	Russian Fed (CIS)
EASISTIK	07/13/95	1,578,116	U.K.

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TRADEMARK  
REEL: 002794 FRAME: 0026  
REEL: 003531 FRAME: 0610

<u>TRADEMARK</u>	<u>DATE OF REGISTRATION OR APPLICATION</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY</u>
EASISTIK	04/06/95	74-656,927	U.S.
EASISTIK	02/02/99	75-632,369	U.S.
EASY GOING	12/22/91	1,661,693	U.S.
ELEGANT INSPIRATIONS	03/25/98	491,881	Canada
ELEGANT INSPIRATIONS	07/06/99	2,259,730	U.S.
ELEGANT LIVING	04/16/96	1,968,795	U.S.
EVOLUTIONS	08/22/00	2,379,842	U.S.
E-Z VINYL	01/02/79	1,110,590	U.S.
E-Z-DU	07/02/57	647,851	U.S.
FAIRPORT MANOR	12/11/92	406,083	Canada
FAIRVIEW FABRICS & FLORALS	10/09/96	825,556	Canada
FAIRVIEW FLORALS AND FABRICS	10/08/96	75-178,507	U.S.
FASHION HOUSE	02/14/86	311,250	Canada
FASHION POINT	09/08/92	1,713,550	U.S.
FOR BABIES ONLY	06/18/96	1,981,154	U.S.
FOR BOYS ONLY	06/18/96	1,981,157	U.S.
FOR GIRLS ONLY	06/18/96	1,981,156	U.S.
FOR KITCHENS ONLY	06/18/96	1,981,155	U.S.
FOR WOMEN ONLY	10/06/92	1,722,135	U.S.
FOREMOST	05/21/82	269,296	Canada
FOREMOST	02/15/83	1,227,639	U.S.
FOREMOST WALL COVERINGS & DESIGN	07/02/81	286,190	Canada
FOXCROFT	06/20/97	478,132	Canada
FOXCROFT	10/01/96	2,004,886	U.S.
FRESH FEELINGS	11/15/91	390,348	Canada
FUN FRIENDS	06/24/96	816,112	Canada
FUN STUFF	05/03/83	1,236,264	U.S.
GALLANTRY	12/18/92	406,500	Canada
GARDEN PAVILION	07/21/94	74-553,680	U.S.

<u>TRADEMARK</u>	<u>DATE OF REGISTRATION OR APPLICATION</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY</u>
GARDEN RECEPTION	06/29/94	74-543,668	U.S.
GARDEN SILKS	11/26/93	420,016	Canada
GENTLEMEN'S CLASSIC	07/21/98	2,175,417	U.S.
GENTLEMEN'S CLASSICS	05/08/96	812,178	Canada
GLENDURA	02/03/59	673,532	U.S.
GLENSTYLE	10/08/57	652,763	U.S.
GOLD MEDAL	02/14/86	311,249	Canada
GOLD MEDAL	10/22/85	1,367,182	U.S.
GRANDE HORIZONS	03/16/95	74-647,649	U.S.
GRANDE INTERNATIONAL	12/09/93	74-467,997	U.S.
GRANDE LIVING	10/05/93	1,797,124	U.S.
GRANDE MANOR	12/09/93	74-467,996	U.S.
GRANDE VICTORIA	04/05/94	1,829,835	U.S.
HARVEST	07/09/93	414,478	Canada
HAZELTON LANE	08/20/94	762,781	Canada
HEARTLAND	08/01/86	316,912	Canada
HISTORIC AMERICA	05/19/92	1,687,829	U.S.
HOLIDAY BORDERS	08/23/96	461,634	Canada
HOLIDAY BORDERS	Unavailable	227,495	Mexico
HOLIDAY BORDERS	05/22/95	74-678,442	U.S.
HOME HARMONIES	12/04/95	75-034,301	U.S.
HOME STUDIO	10/02/99	75-813,955	U.S.
HOMELOVER	05/02/78	1,090,393	U.S.
HUNTING VALLEY PRINTS	05/31/88	1,490,323	U.S.
I LOVE MY ROOM	06/18/91	1,648,234	U.S.
IFI STYLIZED)	10/13/98	75-568,509	U.S.
IHDG	02/05/99	507,626	Canada
IHDG	02/10/98	75-433,692	U.S.
IHDG IMPERIAL HOME DECOR GROUP	02/10/98	75-431,953	U.S.

<u>TRADEMARK</u>	<u>DATE OF REGISTRATION OR APPLICATION</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY</u>
IHDG IMPERIAL HOME DECOR GROUP	02/25/98	870,331	Canada
IMPACT!	03/25/97	2,047,096	U.S.
IMPERIAL	05/17/60	697,832	U.S.
IMPERIAL COLOR SYSTEM	12/03/97	75-399,545	U.S.
IMPERIAL CONTRACT WALLCOVERINGS	06/11/98	75-500,213	U.S.
IMPERIAL FINE INTERIORS	10/12/98	75-569,559	U.S.
IMPERIAL FINE INTERIORS WALLPAPER	06/18/98	75-505,827	U.S.
IMPERIAL GALLERY	12/03/97	75-399,544	U.S.
IMPERIAL GUARANTEED WALLCOVERINGS	10/24/75	210,187	Canada
IMPERIAL GUARANTEED WALLCOVERINGS	01/26/71	906,747	U.S.
IMPERIAL HOME DECOR GROUP	01/30/98	867,914	Canada
IMPERIAL LIFESTYLES	04/11/95	1,888,522	U.S.
INVITING ROOMS	10/06/81	1,172,411	U.S.
ISLANDS IN THE SUN	01/30/95	74-626,875	U.S.
JEAN MCLAIN	11/03/61	124,190	Canada
JEAN MCLAIN	06/03/58	662,594	U.S.
JESSICA LAYNE	05/14/93	412,268	Canada
JEFFY & DESIGN	09/30/58	667,751	U.S.
K & W	06/18/85	1,342,621	U.S.
KATZENBACH & WARREN	11/05/85	1,368,963	U.S.
KIDS LUV BORDERS	09/03/91	1,655,619	U.S.
KINNEY WALLCOVERINGS	07/05/83	1,244,652	U.S.
KORINA	09/03/96	822,258	Canada
LIMITED EDITION: FOR MEN ONLY	09/25/84	1,297,813	U.S.
LOUIS W. BOWEN	06/03/86	1,395,775	U.S.
LWB	05/27/86	1,394,917	U.S.
MAGNOLIA HILL	07/15/97	75-325,012	U.S.
MAGNOLIA LANE	05/05/95	782,226	Canada
MAGNOLIA LANE	02/18/97	2,039,469	U.S.

<u>TRADEMARK</u>	<u>DATE OF REGISTRATION OR APPLICATION</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY</u>
MANCHESTER	07/16/57	648,613	U.S.
MARY STANTON	11/24/98	75-595,169	U.S.
MEADOW LANE	03/10/98	2,143,199	U.S.
MILBROOK	07/12/83	1,245,444	U.S.
MINI-MATES	03/27/79	1,115,696	U.S.
MIRAGE	09/30/88	345,540	Canada
MIRAGE	Unavailable	1,296,184	U.K.
MITCHELL DESIGN LOGO	11/01/83	1,256,165	U.S.
MITCHELL DESIGNS	07/05/83	1,244,533	U.S.
MITCHELL DESIGNS	07/01/75	1,014,920	U.S.
MITCHELL DESIGNS & LOGO	01/22/85	1,315,848	U.S.
MONTANA	03/05/96	1,961,171	U.S.
MOONDANCE	11/13/92	404,927	Canada
MRS. MITCHELL'S	09/23/98	75-557,468	U.S.
MRS. MITCHELL'S COUNTRY KITCHEN	05/19/92	1,687,948	U.S.
MULBERRY PRINTS	02/18/92	1,675,956	U.S.
MULTICOLOR	Unavailable	349,476	Canada
MULTICOLOR	Unavailable	B1,296,185	U.K.
MULTICOLOR & M DEVICE	Unavailable	1,617,821	France
MYSTIQUE	06/03/88	341,118	Canada
MYSTIQUE	Unavailable	1,296,183	U.K.
NATURAL HABITAT	12/08/92	1,739,109	U.S.
NATURALLY YOURS	11/02/79	236,959	Canada
NATURALLY YOURS	11/29/77	1,078,484	U.S.
NOW	05/31/85	303,266	Canada
OFFICE MATES	02/22/95	74-637,230	U.S.
OPEN HOUSE	05/31/88	1,490,328	U.S.
ORIENTAL IMPRESSIONS	02/28/89	1,526,867	U.S.
OUTLINES	12/22/98	2,213,366	U.S.

<u>TRADEMARK</u>	<u>DATE OF REGISTRATION OR APPLICATION</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY</u>
PAINTABLE IMPRESSIONS	10/25/96	465,146	Canada
PAINTABLE IMPRESSIONS	Unavailable	227,496	Mexico
PAINTABLE IMPRESSIONS	06/25/96	1,982,437	U.S.
PALAZZO	Unavailable	2,111,870	U.K.
PARAMOUNT	Unavailable	556,615	U.K.
PARK LANE	12/18/92	406,501	Canada
PARK LANE	05/08/95	74-671,358	U.S.
PERMATEX	Unavailable	658,429	U.K.
PINE VALLEY PRINTS	05/12/92	1,686,537	U.S.
PLEXUS	12/08/92	1,738,391	U.S.
QUICK	08/13/83	754,640	U.S.
QUINCY PLACE	06/03/97	2,067,704	U.S.
RAINBOWS	05/18/84	291,146	Canada
REALIFE	09/14/99	2,277,362	U.S.
RECIPES	09/25/95	74-733,928	U.S.
ROOM BOOKS	12/23/83	286,192	Canada
ROOM PLANNER	05/12/92	1,686,358	U.S.
S	09/29/87	1,459,363	U.S.
S & W DESIGN	11/12/96	828,591	Canada
SANTA FE	07/30/91	1,652,482	U.S.
SAPPHIRE	Unavailable	1,313,898	U.K.
SAPPHIRE SECRETS	06/03/97	2,067,420	U.S.
SAPPHIRE STUDIO	01/18/94	1,817,473	U.S.
SATIN ROMANCE	04/26/94	1,832,807	U.S.
SEASIDE	05/07/96	1,973,412	U.S.
SERENITY	07/17/94	1,846,211	U.S.
SHAND KYDD	03/07/11	10,761	Australia
SHAND KYDD	Unavailable	64,570	Austria
SHAND KYDD	Unavailable	104,337	Benelux

<u>TRADEMARK</u>	<u>DATE OF REGISTRATION OR APPLICATION</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY</u>
SHAND KYDD	03/16/73	189,270	Canada
SHAND KYDD	Unavailable	371,417	Chile
SHAND KYDD	Unavailable	929,807	China
SHAND KYDD	Unavailable	3494/68	Denmark
SHAND KYDD	Unavailable	142,391	Finland
SHAND KYDD	Unavailable	1,478,893	France
SHAND KYDD	Unavailable	142,588	Germany
SHAND KYDD	Unavailable	B660/81	Hong Kong
SHAND KYDD	Unavailable	420,901	Indonesia
SHAND KYDD	Unavailable	420,902	Indonesia
SHAND KYDD	Unavailable	74,441	Ireland
SHAND KYDD	Unavailable	526,184	Italy
SHAND KYDD	Unavailable	3,338,617	Japan
SHAND KYDD	Unavailable	3,368,307	Japan
SHAND KYDD	Unavailable	419,524	Korea
SHAND KYDD	Unavailable	411,097	Korea
SHAND KYDD	07/31/97	M-97-1267	Latvia
SHAND KYDD	07/31/98	98,2623	Lithuania
SHAND KYDD	09/09/97	97-12,851	Malaysia
SHAND KYDD	11/03/97	312,984	Mexico
SHAND KYDD	Unavailable	503,802	Mexico
SHAND KYDD	Unavailable	B89549	New Zealand
SHAND KYDD	Unavailable	77,818	Norway
SHAND KYDD	Unavailable	R101164	Poland
SHAND KYDD	Unavailable	158,286	Portugal
SHAND KYDD	Unavailable	144179	Russian Fed (CIS)
SHAND KYDD	02/24/95	I709/95(CI.27)	Singapore
SHAND KYDD	02/24/95	I708/95(CI.24)	Singapore



<u>TRADEMARK</u>	<u>DATE OF REGISTRATION OR APPLICATION</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY</u>
SHAND KYDD	Unavailable	69/8011	South Africa
SHAND KYDD	Unavailable	567,241	Spain
SHAND KYDD	Unavailable	125,705	Sweden
SHAND KYDD	Unavailable	370,493	Switzerland
SHAND KYDD	Unavailable	491,683	Taiwan
SHAND KYDD	Unavailable	KOR38226	Thailand
SHAND KYDD	1969	927,252	U.K.
SHAND KYDD	03/22/91	1,394,452	U.K.
SHAND KYDD	09/15/70	898,629	U.S.
SHAND KYDD	08/04/97	97,082,423/T	Ukraine
SHAND KYDD	1911	321,251	U.K.
SHAND KYDD.	Unavailable	18597	Vietnam
SHELBOURNE	09/08/87	1,456,634	U.S.
SILKEN MINIATURES BY UNITED	07/02/85	1,346,425	U.S.
SIMPLISTICK	02/25/00	2,223,520	U.K.
SONATA	Unavailable	74-654,510	U.S.
SP AND DESIGN	05/12/87	1,439,319	U.S.
SP LOGO	03/25/97	2,047,998	U.S.
SPORTS BANNER	02/27/96	1,958,358	U.S.
STAMP OUT STAINS	05/05/92	1,685,271	U.S.
STERLING PRINTS	01/24/89	1,521,936	U.S.
STICK'N PLAY	01/04/01	539,127	Canada
STICK'N PLAY	03/28/00	2,336,425	U.S.
STOREYS	Unavailable	2,111,561	U.K.
STRAWBERRY JAM	06/12/92	399,204	Canada
STYLIST	06/08/84	291,617	Canada
SUNFASHION COORDINATES	03/04/97	471,898	Canada
SUN-TEX	Unavailable	1,378,081	France
SUN-TEX	Unavailable	(77)08002	Taiwan

<u>TRADEMARK</u>	<u>DATE OF REGISTRATION OR APPLICATION</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY</u>
SUN-TEX	Unavailable	1,284,680	U.K.
SUN-TEX	Unavailable	1,284,681	U.K.
SUN-TEX	12/23/86	1,422,036	U.S.
SUN-VINYL	06/16/67	151,510	Canada
SUN-VINYL	01/09/68	841,956	U.S.
SUNWALL	Unavailable	1,378,175	France
SUNWALL	Unavailable	(77)08,001	Taiwan
SUNWALL	Unavailable	1,284,682	U.K.
SUNWALL	Unavailable	1,284,683	U.K.
SUNWORTHY	Unavailable	A271,288	Australia
SUNWORTHY	01/21/35	UCA04331	Canada
SUNWORTHY	07/09/93	414,469	Canada
SUNWORTHY	07/24/62	734,938	U.S.
SUNWORTHY & DESIGN	10/01/93	417,618	Canada
SUNWORTHY COMBINATION MARK	Unavailable	Application	Canada
SURE TOUCH	07/02/96	1,984,090	U.S.
SW & DESIGN	11/12/96	828,591	Canada
SW SUNWORTHY WALLCOVERINGS & DESIGN	11/05/96	75-193,368	U.S.
SYMPHONY	08/08/97	2,006,204	U.K.
SYMPHONY	Unavailable	1,358,794	U.K.
TEXTILES FOR THE WALL	11/24/92	1,734,992	U.S.
THE HOUSE YOU LIVE IN	02/08/94	1,820,691	U.S.
THE IMPERIAL HOME DECOR GROUP	01/29/98	75-425,559	U.S.
THE IMPERIAL PROMISE	04/04/97	75-269,238	U.S.
THE MOST BEAUTIFUL WALLCOVERINGS	07/20/95	74-705,252	U.S.
THE WHITES COLLECTION	07/16/96	1,987,760	U.S.
THOREAU	06/11/96	1,980,263	U.S.
THREE'S COMPANY	06/25/93	414,039	Canada
TIMELESS	08/09/94	1,849,413	U.S.

<u>TRADEMARK</u>	<u>DATE OF REGISTRATION OR APPLICATION</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY</u>
TODAY'S CASUAL STYLE	06/04/96	1,987,047	U.S.
TOUCHDOWN	03/23/84	289,062	Canada
TOUCHDOWN	Unavailable	1,087,790	U.K.
TOUCH-DOWN	07/21/72	184,548	Canada
TRANSPRINTS & DEVICE	11/21/97	820,404,004	Brazil
TRANSPRINTS DEVICE	Unavailable	1,034,392	U.K.
TRIANGLES DESIGN	07/30/85	1,351,620	U.S.
TRIANGLES DESIGN; SUN & RAYS	01/14/83	275,816	Canada
TRILLIUM	12/18/92	406,502	Canada
TWO HORSES DEVICE	Unavailable	1,410,830	Argentina
UNITED WALLCOVERINGS	01/20/87	1,425,832	U.S.
VALOIS DISTRIBUTION	08/07/87	330,746	Canada
VICTORIAN ROMANCE	05/21/91	1,645,354	U.S.
VILLAGE PRINTS	07/30/91	1,652,481	U.S.
VISIONARY OPTIONS	05/26/98	2,160,304	U.S.
WINDOWS AND WALLS FASHION	06/02/93	730,280	Canada
WALLS BY DESIGN	06/30/94	74-546,428	U.S.
WALLSHOP & DESIGN	08/16/96	461,239	Canada
WATERMARK SERIES	03/19/93	409,785	Canada
WEATHERVANE PRINTS	05/28/91	1,646,131	U.S.
WESTMOUNT	04/28/95	781,749	Canada
WESTMOUNT VICTORIA	05/08/95	74-671,004	U.S.
WESTMOUNT WALL COVERINGS	01/14/97	2,031,074	U.S.
WESTWOOD	09/03/96	822,257	Canada
WESTWOOD	08/29/96	75-157,924	U.S.
WE'VE GOT YOUR STYLE!	06/21/88	1,493,732	U.S.
WINDSCAPE	04/02/96	1,965,530	US
WOODCREST	02/15/96	804,669	Canada
WOODWORKS	01/27/98	2,132,124	U.S.

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TRADEMARK  
REEL: 002794 FRAME: 0035  
REEL: 003531 FRAME: 0619

<u>TRADEMARK</u>	<u>DATE OF REGISTRATION OR APPLICATION</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY</u>
YES YOU CAN & DESIGN	11/26/93	420,063	Canada
YES-YOU-CAN	10/21/77	223,809	Canada
YES-YOU-CAN	08/30/83	1,249,800	U.S.
YOUNG AND FANCIFUL	06/04/91	1,646,916	U.S.
YOUR LIFE, YOUR STYLE, YOU'RE HOME	12/03/97	75-399,546	U.S.

36 SYDNEY'S SINFUL SUNDAE

TRADEMARKSCAN®-- U.S. Federal

Serial Number: 74693814  
Registration Number: 1987047

Status: RENEWED

Affidavit Section: REGISTERED - SEC. 8 (10-YR) ACCEPTED/SEC. 9 GRANTED  
Affidavit Date: December 23, 2005

USPTO Status: (800) REGISTERED AND RENEWED  
USPTO Status Date: December 23, 2005

Filed: June 28, 1995  
Published: April 23, 1996  
Registered: July 16, 1996

OG Renewal: January 31, 2006  
Renewed: July 16, 2006

International Class(es):  
30 (Staple Foods)

Goods/Services:  
INT. CL. 30 DESSERT DISH CONSISTING PRIMARILY OF ICE CREAM AND TOPPING SYRUP

International Class: 30  
First Used: March 1988  
In Commerce: March 1988

Post Registration Owner:  
OS ASSET, INC.  
FLORIDA CORPORATION  
2202 N. WESTHORE BLVD. 5TH FLOOR  
TAMPA, FLORIDA 33607

Registrant:  
OUTBACK STEAKHOUSE OF FLORIDA, INC.  
FLORIDA CORPORATION  
550 NORTH REO STREET, SUITE 204  
TAMPA, FLORIDA 33609

Owner At Publication:  
OUTBACK STEAKHOUSE OF FLORIDA, INC.  
FLORIDA CORPORATION  
550 NORTH REO STREET, SUITE 204  
TAMPA, FLORIDA 33609

Applicant:  
OUTBACK STEAKHOUSE OF FLORIDA, INC.  
FLORIDA CORPORATION  
550 NORTH REO STREET, SUITE 204  
TAMPA, FLORIDA 33609

Assignment Information:  
Assignee:  
OS ASSET, INC.  
FLORIDA CORPORATION  
2202 N. WESTSHORE BOULEVARD  
5TH FLOOR  
TAMPA, FLORIDA 33607  
Assignor:

OUTBACK STEAKHOUSE OF FLORIDA, INC.  
FLORIDA CORPORATION

**Correspondent:**  
OUTBACK STEAKHOUSE, INC.  
KELLY M. BRAUN, CORPORATE COUNSEL  
2202 N. WESTSHORE BLVD.  
5TH FLOOR  
TAMPA, FL 33607

**Brief:** ASSIGNS THE ENTIRE INTEREST  
**Signed:** October 1, 1999  
**Recorded:** December 28, 1999  
**Reel/Frame:** 2009/0330

**Assignee:**

CHASE MANHATTAN BANK, THE, AS AGENT  
NEW YORK CORPORATION  
LOAN AND AGENCY SERVICES-ACCOUNT MANAGEMENT ONE CHASE MANHATTAN PLAZA, 8TH FLOOR  
NEW YORK, NEW YORK 10081

**Assignor:**

IMPERIAL HOME DECOR GROUP MANAGEMENT, INC.  
DELAWARE CORPORATION

**Correspondent:**  
WACHTELL, LIPTON ET AL  
SETH GARDNER  
51 WEST 52ND STREET, 28TH FLOOR  
NEW YORK, NY 10019

**Brief:** SECURITY INTEREST  
**Signed:** March 30, 2001  
**Formerly:** FORMERLY WDP INVESTMENTS, INC.  
**Recorded:** June 1, 2001  
**Reel/Frame:** 2261/0495

**Assignee:**

IMPERIAL HOME DECOR GROUP, INC., THE  
DELAWARE CORPORATION  
23645 MERCANTILE ROAD  
BEACHWOOD, OHIO 44122

**Assignor:**

CHASE MANHATTAN BANK, THE  
NEW YORK CORPORATION

**Correspondent:**  
JONES, DAY, REAVIS & POGUE  
LINDA A. HEBAN  
77 W. WACKER SUITE 3500  
CHICAGO, IL 60601-1692

**Brief:** RELEASE OF IP SECURITY AGREEMENT  
**Signed:** April 23, 2001  
**Recorded:** April 25, 2001  
**Reel/Frame:** 2281/0897

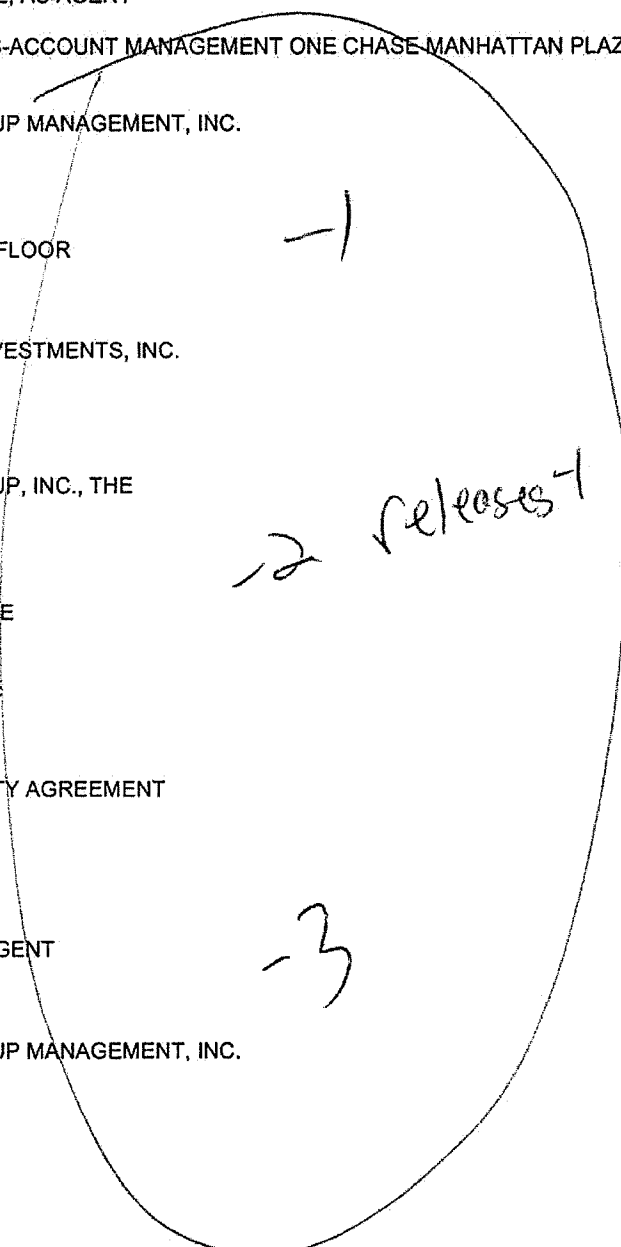
**Assignee:**

BANK OF AMERICA, N.A., AS AGENT  
231 SOUTH LASALLE STREET  
CHICAGO, ILLINOIS 60697

**Assignor:**

IMPERIAL HOME DECOR GROUP MANAGEMENT, INC.  
DELAWARE CORPORATION

**Correspondent:**  
JEHAN GAMMAL  
233 S. WACKER DRIVE  
SUITE 5800  
SEARS TOWER  
CHICAGO, IL 60606



*- Improperly recorded*

**Brief:** SECURITY INTEREST  
**Signed:** March 30, 2001  
**Recorded:** May 24, 2001  
**Reel/Frame:** 2294/0001

**Filing Attorney:** KELLY M. BRAUN

**Filing Correspondent:**  
KELLY M. BRAUN  
OUTBACK STEAKHOUSE, INC.  
2202 N. WESTSHORE BLVD. 5TH FLOOR  
TAMPA, FL 33607

**Disclaims:** "SUNDAE"

**History:**

DECEMBER 23, 2005 REGISTERED AND RENEWED (FIRST RENEWAL - 10 YRS)  
DECEMBER 23, 2005 REGISTERED - SEC. 8 (10-YR) ACCEPTED/SEC. 9 GRANTED  
DECEMBER 23, 2005 ASSIGNED TO PARALEGAL  
SEPTEMBER 15, 2005 REGISTERED - COMBINED SECTION 8 (10-YR) & SEC. 9 FILED  
SEPTEMBER 15, 2005 TEAS SECTION 8 & 9 RECEIVED  
AUGUST 20, 2001 REGISTERED - SEC. 8 (6-YR) ACCEPTED & SEC. 15 ACK.  
JULY 23, 2001 REGISTERED - SEC. 8 (6-YR) & SEC. 15 FILED  
JULY 16, 1996 REGISTERED-PRINCIPAL REGISTER  
APRIL 23, 1996 PUBLISHED FOR OPPOSITION  
MARCH 22, 1996 NOTICE OF PUBLICATION  
FEBRUARY 21, 1996 APPROVED FOR PUB - PRINCIPAL REGISTER  
FEBRUARY 14, 1996 EXAMINER'S AMENDMENT MAILED  
FEBRUARY 04, 1996 ASSIGNED TO EXAMINER

**EXHIBIT C**



05-08-2001



101708696

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

4.25.01

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

APR 25

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other Release of IP Security Agreement

Effective Date  
Month Day Year  
4/23/2001

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name The Chase Manhattan Bank

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization New York

Receiving Party

Mark if additional names of receiving parties attached

Name The Imperial Home Decor Group Inc.

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 23645 Mercantile Rd.

Address (line 2) \_\_\_\_\_

Address (line 3) Beachwood  
City

OH/USA  
State/Country

44122  
Zip Code

- Individual  General Partnership  Limited Partnership

Corporation  Association

Other \_\_\_\_\_

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization Delaware

FOR OFFICE USE ONLY

Refund Ref: 05/07/2001 LMUELLER 0000104867

CHECK Refund Total: \$25.00

05/07/2001 LMUELLER 00000119 74552153

01 FD:481  
02 FD:482

40.00 OP  
4475.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practices. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

REEL: 00230 TRADEMARK 0897

REEL: 003531 FRAME: 0625

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**  Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="74/552153"/>	<input type="text" value="74/491151"/>	<input type="text" value="75/164793"/>	<input type="text" value="737,159"/>	<input type="text" value="1,042,379"/>	<input type="text" value="2,153,668"/>
<input type="text" value="74/693158"/>	<input type="text" value="75/139931"/>	<input type="text" value="74/537303"/>	<input type="text" value="1,780,240"/>	<input type="text" value="1,238,425"/>	<input type="text" value="1,309,172"/>
<input type="text" value="75/092656"/>	<input type="text" value="75/212193"/>	<input type="text" value="74/656927"/>	<input type="text" value="1,915,144"/>	<input type="text" value="2,149,350"/>	<input type="text" value="2,042,715"/>

**Number of Properties** Enter the total number of properties involved. #

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Linda A. Heban  
Name of Person Signing

*Linda A. Heban*  
Signature

4/24/01  
Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name The Chase Manhattan Bank

04/23/2001

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization New York

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name Imperial Home Decor Group Inc.

DBA/AKA/TA

Composed of

Address (line 1) 23645 Mercantile Road

Address (line 2)

Address (line 3) Beachwood

OH/USA

44122

City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization Delaware

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

75/632369

75/178507

74/553680

74/543668

74/647649

74/467997

74/467996

74/678442

75/034301

75/813955

75/568509

75/433692

75/431953

75/399545

75/500213

75/569559

75/505827

75/399544

74/626875

75/325012

75/595169

Registration Number(s)

1,346,061

1,727,307

1,739,110

1,646,917

1,598,589

2,074,081

1,768,748

1,092,878

1,739,982

1,671,864

1,715,993

1,951,874

1,586,718

2,016,359

1,653,775

1,648,908

675,099

1,417,548

2,017,685

1,651,568

1,364,554

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

<input type="text" value="75/557468"/>	<input type="text" value="74/637230"/>	<input type="text" value="74/671358"/>
<input type="text" value="74/733928"/>	<input type="text" value="74/654510"/>	<input type="text" value="75/193368"/>
<input type="text" value="75/425559"/>	<input type="text" value="75/269238"/>	<input type="text" value="74/705252"/>
<input type="text" value="74/546428"/>	<input type="text" value="74/671004"/>	<input type="text" value="75/157924"/>
<input type="text" value="75/399546"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Registration Number(s)**

<input type="text" value="2,266,243"/>	<input type="text" value="1,984,149"/>	<input type="text" value="1,351,620"/>
<input type="text" value="1,256,165"/>	<input type="text" value="1,344,746"/>	<input type="text" value="1,661,693"/>
<input type="text" value="2,259,730"/>	<input type="text" value="1,968,795"/>	<input type="text" value="2,379,842"/>
<input type="text" value="1,110,590"/>	<input type="text" value="647,851"/>	<input type="text" value="1,713,550"/>
<input type="text" value="1,981,154"/>	<input type="text" value="1,981,157"/>	<input type="text" value="1,981,156"/>
<input type="text" value="1,981,155"/>	<input type="text" value="1,722,135"/>	<input type="text" value="1,227,639"/>
<input type="text" value="2,004,886"/>	<input type="text" value="1,236,264"/>	<input type="text" value="2,175,417"/>

**TRADEMARK**

REEL: 003531 FRAME: 0628

REEL: 003531 FRAME: 0628

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
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**Registration Number(s)**

<input type="text" value="673,532"/>	<input type="text" value="652,763"/>	<input type="text" value="1,367,182"/>
<input type="text" value="1,797,124"/>	<input type="text" value="1,829,835"/>	<input type="text" value="1,687,829"/>
<input type="text" value="1,090,393"/>	<input type="text" value="1,490,323"/>	<input type="text" value="1,648,234"/>
<input type="text" value="2,047,096"/>	<input type="text" value="697,832"/>	<input type="text" value="906,747"/>
<input type="text" value="1,888,522"/>	<input type="text" value="1,172,411"/>	<input type="text" value="662,594"/>
<input type="text" value="667,751"/>	<input type="text" value="1,342,621"/>	<input type="text" value="1,368,963"/>
<input type="text" value="1,655,619"/>	<input type="text" value="1,244,652"/>	<input type="text" value="1,297,813"/>

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

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OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

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**Trademark Application Number(s)**

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<input type="text"/>	<input type="text"/>	<input type="text"/>

**Registration Number(s)**

<input type="text" value="1,395,775"/>	<input type="text" value="1,394,917"/>	<input type="text" value="2,039,469"/>
<input type="text" value="648,613"/>	<input type="text" value="2,143,199"/>	<input type="text" value="1,245,444"/>
<input type="text" value="1,115,696"/>	<input type="text" value="1,256,165"/>	<input type="text" value="1,244,533"/>
<input type="text" value="1,014,920"/>	<input type="text" value="1,315,848"/>	<input type="text" value="1,961,171"/>
<input type="text" value="1,687,948"/>	<input type="text" value="1,675,956"/>	<input type="text" value="1,739,109"/>
<input type="text" value="1,078,484"/>	<input type="text" value="1,490,328"/>	<input type="text" value="1,526,867"/>
<input type="text" value="2,213,366"/>	<input type="text" value="1,982,437"/>	<input type="text" value="1,686,537"/>

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)  
 Corporation  Association

Other

Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1,738,391"/>	<input type="text" value="754,640"/>	<input type="text" value="2,067,704"/>
<input type="text" value="2,277,362"/>	<input type="text" value="1,686,358"/>	<input type="text" value="1,459,363"/>
<input type="text" value="1,652,482"/>	<input type="text" value="2,067,420"/>	<input type="text" value="1,817,473"/>
<input type="text" value="1,832,807"/>	<input type="text" value="1,973,412"/>	<input type="text" value="1,846,211"/>
<input type="text" value="898,629"/>	<input type="text" value="1,456,634"/>	<input type="text" value="1,346,425"/>
<input type="text" value="1,439,319"/>	<input type="text" value="2,047,998"/>	<input type="text" value="1,958,358"/>
<input type="text" value="1,685,271"/>	<input type="text" value="1,521,936"/>	<input type="text" value="2,336,425"/>

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name The Chase Manhattan Bank

4/23/2001

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization New York

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name Imperial Home Decor Group Inc.

DBA/AKA/TA

Composed of

Address (line 1) 23645 Mercantile Rd.

Address (line 2)

Address (line 3) Beachwood

OH/USA

44122

City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization Delaware

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

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Mark if additional numbers attached

*Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).*

**Trademark Application Number(s)**

**Registration Number(s)**


<u>1,422,036</u>	<u>841,956</u>	<u>734,938</u>
<u>1,984,090</u>	<u>1,734,992</u>	<u>1,820,691</u>
<u>1,987,760</u>	<u>1,980,263</u>	<u>1,849,413</u>
<u>1,987,047</u>	<u>1,351,620</u>	<u>1,425,832</u>
<u>1,645,354</u>	<u>1,652,481</u>	<u>2,160,304</u>
<u>1,646,131</u>	<u>2,031,074</u>	<u>1,493,732</u>
<u>1,965,530</u>	<u>2,132,124</u>	<u>1,249,800</u>

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RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name The Chase Manhattan Bank

4/23/2001

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization New York

**Receiving Party**

Enter Additional Receiving Party

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DBA/AKA/TA

Composed of

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Address (line 2)

Address (line 3) Beachwood

City

OH/USA

State/Country

44122

Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization Delaware

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Mark if additional numbers attached

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Trademark Application Number(s)

Registration Number(s)


<u>1,646,916</u>		

# RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

Reference is hereby made to that certain Intellectual Property Security Agreement dated as of March 13, 1998 (as amended or modified, the "Intellectual Property Security Agreement") made by The Imperial Home Decor Group Inc. and the U.S. Subsidiaries in favor of The Chase Manhattan Bank, as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Intellectual Property Security Agreement. A copy of the Intellectual Property Security Agreement is attached hereto as Exhibit A.

The Collateral Agent (solely in such capacity) HEREBY RELEASES without recourse and without any representation or warranty of any kind, the Collateral Agent's Security Interest in and to all Collateral, including (a) all Patents, Trademarks and Copyrights, including (i) the Patents listed on Schedule A attached hereto and all rights and proceeds pertaining thereto (ii) the Trademarks listed on Schedule B attached hereto and all rights and proceeds pertaining thereto and (iii) the Copyrights listed on Schedule C attached hereto and all rights and proceeds pertaining thereto, and (b) all Licenses and all rights and proceeds pertaining to the foregoing.

**NOTHING HEREIN SHALL BE DEEMED OR CONSTRUED, DIRECTLY OR INDIRECTLY, BY IMPLICATION OR OTHERWISE, TO RELEASE ANY LIEN, SECURITY INTEREST, PLEDGE, HYPOTHECATION, TRANSFER, CONVEYANCE, ASSIGNMENT OR OTHER ENCUMBRANCE IN AND TO ANY OF THE FOREGOING PROPERTY OR ANY OTHER PROPERTY GRANTED OR CREATED IN FAVOR OF THE CHASE MANHATTAN BANK, IN ITS CAPACITY AS AGENT FOR ITSELF AND VARIOUS LENDERS, PURSUANT TO ANY OF THE DOCUMENTS SET FORTH ON SCHEDULE I ATTACHED HERETO OR ANY DOCUMENTS, AGREEMENTS OR INSTRUMENTS ENTERED INTO OR EXECUTED IN CONNECTION WITH ANY OF THE DOCUMENTS SET FORTH ON SCHEDULE I ATTACHED HERETO.**

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed and delivered this 23 day of April, 2001.

THE CHASE MANHATTAN BANK,  
as Collateral Agent

By: Michael Lancia  
Name: Michael Lancia  
Title: Vice President

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EXHIBIT A

[Intellectual Property Security Agreement]

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of March 13, 1998, made by THE IMPERIAL HOME DECOR GROUP INC., a Delaware corporation (the "*Parent Borrower*") and the U.S. Subsidiaries party hereto (together with the Parent Borrower, the "*Grantors*") in favor of THE CHASE MANHATTAN BANK, a New York banking corporation, as collateral agent (in such capacity the "*Collateral Agent*") for the Secured Parties (as such term is defined below).

Reference is made to the Credit Agreement, dated as of March 13, 1998 (as the same may be amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among IMPERIAL HOME DECOR GROUP HOLDINGS II LIMITED., a limited company incorporated under the laws of England and Wales (the "*U.K. Borrower*"), THE IMPERIAL HOME DECOR GROUP (CANADA) ULC, an unlimited liability company organized under the laws of Nova Scotia, Canada (the "*Canadian Borrower*" and, together with the Parent Borrower and the U.K. Borrowers, the "*Borrowers*"), the Parent Borrower, the Lenders (such term and each other capitalized term used but not defined having the meaning given it in Section 1.01 in the Credit Agreement), the Fronting Bank, the Administrative Agents and the Collateral Agent (the Lenders, the Fronting Bank, the Administrative Agents and the Collateral Agent, collectively, the "*Secured Parties*").

The Lenders and the Fronting Bank, respectively, have agreed to make Loans to the Borrowers and to issue Letters of Credit for the account of the Parent Borrower, pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement.

The obligations of the Lenders to make Loans and of the Fronting Bank to issue Letters of Credit under the Credit Agreement are conditioned upon, among other things, the execution and delivery by the Grantors of an intellectual property security agreement in the form hereof to secure the due and punctual payment of, with respect to each Grantor, its obligations as obligor or guarantor in respect of (a) the unpaid principal of and premium, if any, and interest (including interest accruing at the then applicable rate provided in the Credit Agreement after the maturity of the Loans and interest accruing at the then applicable rate provided in the Credit Agreement after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to any Borrower whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (b) each payment required to be made by any Borrower under the Credit Agreement, when and as due, including payments in respect of reimbursements of L/C Disbursements, interest thereon and obligations to provide cash collateral, and (c) all other obligations and liabilities of every nature of the Grantors from time to time owed to the Secured Parties or any of them, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), that may arise under, out of or in connection with, the Credit Agreement, this Agreement or any other Loan Document, and any obligations of the Grantors under any Overdrafts (as defined in the Security Agreement) and any obligation of (i) the Parent Borrower to a Lender or Affiliate thereof, (ii) the Canadian Borrower to a C\$ Revolving Credit Lender or Affiliate thereof or (iii) the U.K. Borrower to a U.K.£ Revolving Credit Lender or Affiliate thereof, in each case under an Interest/Exchange Rate Protection Agreement or under any other document made,

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delivered or given in connection with any of the foregoing, in each case in clause (a), (b) or (c) above whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise, including all fees and disbursements of counsel to the Collateral Agent or to the Secured Parties that are required to be paid by any Borrower or any Grantor pursuant to the terms of the Credit Agreement, this Agreement, any other Loan Document or any Interest Exchange Rate Protection Agreement with a Lender or Affiliate thereof (all the foregoing obligations collectively, the "Obligations").

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

## ARTICLE I

### Definitions

SECTION 1.01. *Definition of Certain Terms Used Herein.* As used herein, the following terms shall have the following meanings:

"*Agreement*" shall mean this Intellectual Property Security Agreement.

"*Collateral*" shall mean, with respect to each Grantor, all of the U.S. Collateral and Foreign Collateral.

"*Copyrights*" shall mean, with respect to each Grantor, all of the following now owned or hereafter acquired by such Grantor: (i) all copyright rights in any work subject to the copyright laws of, in the case of the U.S. Collateral, the United States or, in the case of the Foreign Collateral, Canada, England or Wales, whether as author, assignee, transferee or otherwise, and (ii) all registrations and applications for registration of any such copyright in , in the case of the U.S. Collateral, the United States or, in the case of the Foreign Collateral, Canada, England or Wales, including , in the case of the U.S. Collateral, registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office.

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

"*Foreign Collateral*" shall mean, with respect to each Grantor, all of the following, whether now owned or hereafter acquired by such Grantor to the extent such Grantor's rights therein arise under the laws of Canada or England and Wales: (a) Patents, including all granted Patents, recordings and pending applications, including those listed on Schedule I attached hereto, (b) Trademarks, including all registered Trademarks, registrations, recordings, and pending applications, including those listed on Schedule II attached hereto, (c) Copyrights, including all registered Copyrights, registrations, recordings, supplemental registrations and pending applications, including those listed on Schedule III attached hereto, (d) Licenses, including those listed on Schedule IV hereto, (e) General Intangibles, and (f) all products and Proceeds (including insurance proceeds) of, and additions, improvements and accessions to, and books and records describing or used in connection with, any and all of the property described above, *provided* that notwithstanding anything contained in this Agreement or any Loan Document to the contrary "Foreign Collateral" shall not include any property of the type specified in clauses (a) through (f) above if the creation of a security interest therein, or the mortgage, pledge, hypothecation or transfer thereof, by such Grantor hereunder, would violate the terms of, or otherwise constitute a default or termination or similar event under, or, in the case of Licenses or General Intangibles constituting Licenses or other rights in respect thereof, require, in the

reasonable judgment of the senior management of the Parent Borrower, a material adverse change in the economic or legal terms or rights with respect to such property under any document or instrument to which any Loan Party is a party (other than those documents or instruments between or among the Loan Parties and/or their Affiliates only) relating to the ownership of, or pertaining to any rights or interests held in such property, provided that the terms to be violated or default or termination or similar event that would result in the event of the granting of the Lien hereunder are typical or customary in connection with the type of document or instrument to which they relate.

"*General Intangibles*" shall mean, with respect to each Grantor, all intangible, intellectual or other similar property of such Grantor of any kind or nature now owned or hereafter acquired by such Grantor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations, franchises, and all other intellectual or other similar property rights not otherwise described above.

"*Indemnitee*" shall mean the Collateral Agent, the Secured Parties and their respective officers, directors, trustees, affiliates and controlling persons.

"*License*" shall mean, with respect to each Grantor, any Patent License, Trademark License, Copyright License or other license or sublicense as to which such Grantor is a party (other than those license agreements which by their terms prohibit assignment or a grant of a security interest by such Grantor as licensee thereunder).

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

"*Patents*" shall mean, with respect to each Grantor, all the following now or hereafter acquired by such Grantor: (a) all letters patent of, in the case of the U.S. Collateral, the United States or, in the case of the Foreign Collateral, Canada, England or Wales, including patents, design patents or utility models, all registrations and recordings thereof, and all applications for letters patent of, in the case of the U.S. Collateral, the United States or, in the case of the Foreign Collateral, Canada, England or Wales, including, in the case of the U.S. Collateral, registrations, recordings and pending applications in the United States Patent and Trademark Office or, in the case of the Foreign Collateral, any similar offices in Canada, England or Wales, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

"*Proceeds*" shall mean, with respect to each Grantor, any consideration received from the sale, exchange, license, lease or other disposition of any asset or property that constitutes Collateral owned by such Grantor, any value received by such Grantor as a consequence of the possession of any such Collateral and any payment received by such Grantor from any insurer or other person or entity as a result of the destruction, loss, theft or other involuntary conversion of whatever nature of any asset or property that constitutes Collateral, any claim of such Grantor against third parties for (and the right to sue and recover for and the rights to damages or profits due or accrued arising out of or in connection with) (a) past, present or future infringement of any Patent now owned or hereafter acquired by such Grantor or licensed under a Patent License, (b) past, present or future infringement or dilution of any Trademark now owned or hereafter acquired by such Grantor or licensed under a Trademark License or injury to the goodwill associated with or symbolized by any Trademark now owned or hereafter acquired by such Grantor, (c) past, present or future breach of any License, (d) past, present or future infringement

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of any Copyright now or hereafter owned by such Grantor or licensed under a Copyright License, and (e) any and all other amounts from time to time paid or payable under or in connection with any of such Collateral.

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

"*Trademarks*" shall mean, with respect to each Grantor, all of the following now owned or hereafter acquired by such Grantor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, and all designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations, recordings and applications in, in the case of the U.S. Collateral, the United States Patent and Trademark Office or any State of the United States or, in the case of the Foreign Collateral, any similar offices in Canada, England or Wales or any political subdivision thereof, and all extensions or renewals thereof, and (b) all goodwill associated therewith or symbolized thereby, and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

"*U.S. Collateral*" shall mean, with respect to each Grantor, all of the following, whether now owned or hereafter acquired by such Grantor to the extent such Grantor's rights therein arise under United States law: (a) Patents, including all granted Patents, recordings and pending applications, including those listed on Schedule I attached hereto, (b) Trademarks, including all registered Trademarks, registrations, recordings, and pending applications, including those listed on Schedule II attached hereto, (c) Copyrights, including all registered Copyrights, registrations, recordings, supplemental registrations and pending applications, including those listed on Schedule III attached hereto, (d) Licenses, including those listed on Schedule IV hereto, (e) General Intangibles, and (f) all products and Proceeds (including insurance proceeds) of, and additions, improvements and accessions to, and books and records describing or used in connection with, any and all of the property described above, provided that notwithstanding anything contained in this Agreement or any Loan Document to the contrary "U.S. Collateral" shall not include any property of the type specified in clauses (a) through (f) above if the creation, mortgage, pledge, hypothecation or transfer thereof by such Grantor hereunder, would violate the terms of, or otherwise constitute a default or termination or similar event under, or, in the case of Licenses or General Intangibles constituting Licenses or other rights in respect thereof, require, in the reasonable judgment of the senior management of the Parent Borrower, a material adverse change in the economic or legal terms or rights with respect to such property under, any document or instrument to which any Loan Party is a party (other than those documents or instruments between or among the Loan Parties and/or their Affiliates only) relating to the ownership of, or pertaining to any rights or interests held in such property, provided that the terms to be violated or default or termination or similar event that would result in the event of the granting of the Lien hereunder, are typical or customary in connection with the type of document or instrument to which they relate.

"*U.S. Subsidiaries*" shall mean the Subsidiaries (as defined in the Credit Agreement) incorporated or otherwise organized in the United States of America.

SECTION 1.02. *Rules of Interpretation.* The rules of interpretation specified in Section 1.02 of the Credit Agreement shall be applicable to this Agreement.

## ARTICLE II

### *Security Interest*

SECTION 2.01. *Security Interest.* As security for the payment or performance, as the case may be, of the Obligations, each Grantor hereby creates, mortgages, pledges, hypothecates and transfers to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a continuing first priority security interest in all such Grantor's right, title and interest in, to and under the Collateral, subject to liens permitted under Section 6.02 of the Credit Agreement (the "*Security Interest*"). Without limiting the foregoing, the Collateral Agent is hereby authorized to file one or more financing statements, continuation statements, filings with, in the case of the U.S. Collateral, the United States Patent and Trademark Office or United States Copyright Office (or, in the case of the Foreign Collateral, similar office in Canada, England and Wales), or any other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by such Grantor under the laws of the United States or of Canada, England or Wales, as applicable, without the signature of such Grantor, naming such Grantor as debtor and the Collateral Agent as secured party.

Each Grantor agrees at all times to keep accurate and complete, in all material respects, accounting records with respect to the U.S. Collateral and, on and after the occurrence and during the continuance of a Default, a record of all payments and Proceeds received in respect thereof.

SECTION 2.02. *Further Assurances.* Each Grantor agrees, at its own cost and expense, to promptly execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Collateral Agent may from time to time reasonably request for the better assuring, preserving and perfecting of the Security Interest and the rights and remedies created hereby under the laws of the United States or of Canada, England or Wales, as applicable, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest created hereby, the filing of any financing statements or other documents under the laws of the United States or of Canada, England or Wales, as applicable (including filings with, in the case of the U.S. Collateral, the United States Patent and Trademark Office and the United States Copyright Office or, in the case of the Foreign Collateral, similar offices in Canada, England and Wales) in connection herewith, and the execution and delivery of any document required to supplement this Agreement with respect to any Patents, Trademarks and/or Copyrights applied for, acquired, registered (or for which registration applications are filed) or issued after the date hereof. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, upon the request of the Collateral Agent, such note or instrument shall (to the extent not previously pledged and delivered pursuant to the Pledge Agreement) be immediately pledged and delivered to the Collateral Agent, duly endorsed in a manner satisfactory to the Collateral Agent. Each Grantor agrees promptly to notify the Collateral Agent if any material portion of the Collateral is canceled or overturned, opposed, misappropriated, injured, infringed, lost (other than due to expiration of any issued Patent) or, if applicable, diluted.

SECTION 2.03. *Inspection and Verification.* Without limiting the scope of Section 5.07 of the Credit Agreement, the Collateral Agent and such representatives as the Collateral Agent may reasonably designate shall have the right to inspect, at any reasonable time or times, any of the Collateral, all records related thereto (and to make extracts and copies from such records) and the premises upon which any of the Collateral is located, to discuss any Grantor's affairs with the officers of such Grantor and its independent accountants and to verify under reasonable procedures the validity, amount, quality, quantity, value conditions, and status of or any other matter relating to such Collateral, including, in the case of Collateral in the possession of any third party (with, except after an Event of Default shall have occurred and

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during the continuance thereof, the consent of such Grantor, which consent shall not be unreasonably withheld), by contacting such person possessing such Collateral for the purpose of making such a verification. The Collateral Agent shall have the absolute right to share any information it gains from such inspection or verification with any or all of the Secured Parties.

**SECTION 2.04. Taxes; Encumbrances.** At its option, the Collateral Agent may discharge past due taxes, assessments, charges, fees, liens, security interests or other encumbrances at any time levied or placed on any of the Collateral and not permitted under this Agreement or other Loan Documents, and may pay for the maintenance and preservation of any of the Collateral to the extent any Grantor fails to do so to the extent required by this Agreement or the other Loan Documents, and such Grantor agrees to reimburse the Collateral Agent on demand for any payment made or any expense incurred by the Collateral Agent pursuant to the foregoing authorization; *provided, however*, that nothing in this Section 2.04 shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Collateral Agent or any other Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

**SECTION 2.05. No Assumption of Liability.** The Security Interest is granted as security only and shall not subject any Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of any of the Collateral.

### ARTICLE III

#### *Representations and Warranties*

*Representations and Warranties.* Each Grantor represents and warrants, as to itself and the U.S. Collateral in which the Security Interest is created hereunder, that:

**SECTION 3.01. Validity of Patents, Trademarks and Copyrights.** Each of the Patents, Trademarks and Copyrights comprising the U.S. Collateral is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, except as could not reasonably be expected to have a Material Adverse Effect.

**SECTION 3.02. Title and Authority.** (a) Each Grantor has rights in and good title to the U.S. Collateral shown on the schedules hereto as being owned by it and has full corporate power and authority to grant to the Collateral Agent (for the benefit of the Secured Parties) the Security Interest in the U.S. Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other person other than any consent or approval that has been obtained, except, in each case, as could not reasonably be expected to have a Material Adverse Effect.

(b) Each Grantor (i) owns no material United States patents (including all granted patents, recordings and pending applications) that are not listed on Schedule I hereto, (ii) owns no material United States marks and applications for United States marks registered in the United States Patent and Trademark Office that are not listed on Schedule II hereto and (iii) owns no material registrations of United States copyrights and applications for United States copyright registrations that are not listed on Schedule III hereto.

**SECTION 3.03. Filings.** (a) Fully executed financing statements containing a description of the U.S. Collateral shall promptly following the Closing Date be filed of record in every governmental, municipal or other office in every jurisdiction located within the United States as are necessary to publish notice of and protect the validity of and to establish a valid and perfected security interest in favor of the Collateral Agent (for the benefit of the Secured Parties) in respect of each item of the U.S. Collateral in which a security interest may be perfected by

filing a financing statement or analogous document in the United States pursuant to the Uniform Commercial Code in such jurisdictions and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary in respect of such item of U.S. Collateral pursuant to the Uniform Commercial Code in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements or other documents of similar effect, except as contemplated by paragraph (b) below and filings with respect to after-acquired U.S. Collateral, with respect to which all necessary actions will be promptly taken subsequent to the acquisition of such after-acquired U.S. Collateral.

(b) Each Grantor shall ensure and warrants that fully executed security agreements in the form hereof and containing a description of the Patents and registered Trademarks and application therefor that are included in the U.S. Collateral shall have been received by the United States Patents and Trademark Office within three months after the execution of this Agreement and containing a description of registered Copyrights that are included in the U.S. Collateral shall have been recorded within one month after the execution of this Agreement in the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205 and the regulations thereunder, as applicable, all to the extent required to protect the validity and first priority of and to perfect a valid first priority security interest in favor of the Collateral Agent (for the benefit of the Secured Parties) in respect of the U.S. Collateral in which a security interest may be perfected by filing in the United States, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary in respect of the foregoing U.S. Collateral in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements (other than such actions as are necessary to perfect the U.S. Collateral Agent's first priority security interest with respect to any U.S. Collateral (or registration or application for registration thereof) acquired or developed after the date hereof).

**SECTION 3.04. *Validity of Security Interests.*** This Agreement is effective to create in favor of the Collateral Agent, for the ratable benefit of the Secured Parties, a legal, valid, enforceable perfected first priority security interest in the U.S. Collateral to the extent set forth in Section 3.19(d) of the Credit Agreement.

**SECTION 3.05. *Information Regarding Names and Locations.*** Each Grantor has disclosed in writing to the Collateral Agent on Schedule V any material trade names used to identify it in its business or in the ownership of its properties during the past five years.

**SECTION 3.06. *Absence of Other Liens.*** The U.S. Collateral is owned by the Grantors free and clear of any Lien of any nature whatsoever (except for Liens expressly permitted by Section 6.02 of the Credit Agreement or hereby and any liens of licenses listed on Schedule IV or VI). Other than as contemplated hereby and by the other Loan Documents, and except as permitted therein, the Grantors have not filed (a) any financing statement or analogous document under the Uniform Commercial Code, (b) any assignment in which any Grantor assigns the U.S. Collateral, or any security agreement or any similar instrument covering any U.S. Collateral, with the United States Patent and Trademark Office, the United States Copyright Office or any similar office in any other country or political subdivision thereof and (c) any assignment in which any Grantor assigns the U.S. Collateral or any security agreement or similar instrument covering any U.S. Collateral with any foreign governmental, municipal or other office.

## ARTICLE IV

### *Covenants*

**SECTION 4.01. *Covenants Regarding Patent, Trademark and Copyright Collateral.*** (a) Each Grantor (either itself or through licensees) will, for each Patent, not do any act, or omit to do any act, whereby any Patent that is material to the conduct of the Grantors'

businesses, taken as a whole, may become invalidated or dedicated to the public, and shall continue to mark, to the extent consistent with past practices and good business judgment, any products covered by a material Patent with the relevant patent number as necessary and sufficient to establish and preserve such Grantor's material rights under applicable patent laws.

(b) Each Grantor (either itself or through its licensees or its sublicensees) will, for each Trademark material to the conduct of the Grantors' businesses, taken as a whole, to the extent consistent with past practices and good business judgment, (i) maintain such Trademark in full force free from any material claim of abandonment or invalidity for nonuse, (ii) maintain the quality of products and services offered under such Trademark to the extent that the failure to do so would result in a Material Adverse Effect, (iii) display such Trademark with notice of federal or foreign registration to the extent necessary and sufficient to establish and preserve such Grantor's material rights under applicable law and (iv) not knowingly use or knowingly permit the use of such Trademark in violation of any material third-party rights.

(c) Each Grantor (either itself or through licensees) will, for each work covered by a material Copyright, to the extent consistent with past practices and good business judgment, continue to publish, reproduce, display, adopt and distribute the work with appropriate copyright notice as necessary and sufficient to establish and preserve such Grantor's material rights under applicable copyright laws.

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

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

(f) Each Grantor will take all necessary steps that are consistent with good business judgment to maintain and pursue each material application (and to obtain the relevant grant or registration) relating to the Patents, Trademarks and/or Copyrights that are material to the Grantors' businesses, taken as a whole, to maintain each issued Patent and each registration of the Trademarks and Copyrights that is material to the conduct of the Grantors' businesses, taken as a whole, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent with good business judgment, to initiate opposition, interference and cancelation proceedings against third parties.

(g) In the event that any Collateral consisting of a Patent, Trademark or Copyright material to the conduct of the Grantors' businesses, taken as a whole, is believed by the

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Grantor that has created the Security Interest in such Collateral pursuant hereto to have been infringed, misappropriated or diluted by a third party in any material respect, such Grantor shall notify the Collateral Agent promptly after it learns thereof and shall, if consistent with good business judgment, promptly sue for infringement, misappropriation, or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are appropriate under the circumstances to protect such Collateral.

SECTION 4.02. *Protection of Security.* Each Grantor shall, at its own cost and expense, and to the extent it is entitled to do so legally and contractually, take any and all reasonable actions necessary to defend title to the Collateral owned by such Grantor, or licensed under exclusive license by such Grantor and in each case material to the conduct of such Grantor's business against all persons, to properly maintain, protect and preserve the Collateral and to defend the Security Interest of the Collateral Agent in the Collateral and the priority thereof against any Lien not permitted under the Credit Agreement in each case, except as otherwise permitted by the Credit Agreement.

SECTION 4.03. *Continuing Obligations of the Grantors.* Each Grantor shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each License, contract, agreement, interest or obligation relating to the Collateral, all in accordance with the terms and conditions thereof, to the extent consistent with good business practice. Without limiting the foregoing, the Collateral Agent shall have no obligation or liability under any License by reason of or arising out of this Agreement or the granting or the assignment to the Collateral Agent of the Security Interest or the receipt by the Collateral Agent of any payment related to any License pursuant hereto, nor shall the Collateral Agent be required or obligated in any manner to perform or fulfill any of the obligations of any Grantor under or pursuant to any License, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any License, or to present or file any claim, or to take any action to collect or enforce any performance of the payment of any amounts that may have been assigned to it or to which it may be entitled at any time or times.

SECTION 4.04. *Use and Disposition of Collateral.* A Grantor shall not (i) make or permit to be made an assignment, pledge or hypothecation of the Collateral, and shall grant no other security interest in the Collateral (other than pursuant hereto or except as permitted by Section 6.02 of the Credit Agreement and except for the grant of a non-exclusive license with respect thereto in favor of any Affiliate) or (ii) make or permit to be made any transfer of the Collateral (except as aforesaid), and shall remain at all times in possession thereof (except as aforesaid) other than transfers to the Collateral Agent pursuant to the provisions hereof; notwithstanding the foregoing, a Grantor may use and dispose of the Collateral in any lawful manner not in violation of the provisions of this Agreement, the Credit Agreement or any other Loan Document, unless the Collateral Agent shall, after an Event of Default shall have occurred and during the continuance thereof, notify the Parent Borrower not to sell, convey, lease, assign, transfer or otherwise dispose of any Collateral except with respect to any transfer between the Parent Borrower or a Wholly Owned Subsidiary that is a Grantor and the Parent Borrower or a Wholly Owned Subsidiary that is a Grantor.

SECTION 4.05. *Locations of Collateral; Place of Business.* (a) Each Grantor agrees promptly to prepare and deliver to the Collateral Agent at such time or times as the Collateral Agent may reasonably request a duly certified schedule or schedules in form reasonably satisfactory to the Collateral Agent, showing the identity, amount and location (to the extent practicable) of any and all Patents, registered Trademarks, registered Copyrights, applications for the foregoing and Licenses included in the Collateral.

(b) Each Grantor agrees not to change, or permit to be changed, the location of its chief executive office or chief place of business or the name or names used to identify it in its business or in the ownership of its properties unless all filings under the Uniform Commercial

Code or under other applicable laws that are required to be made with respect to the Collateral have been made and the Collateral Agent has a valid, legal and perfected first priority security interest in the Collateral, subject to no liens, other than Liens permitted by Section 6.02 of the Credit Agreement and any liens or licenses listed on Schedule V, and prior notice thereof has been given to the Collateral Agent along with copies of all such filings to be made.

SECTION 4.06. *Future Rights.* (a) If, before the time that all Obligations shall have been paid in full, no Letters of Credit are outstanding and the Secured Parties no longer have Commitments under the Credit Agreement, any Grantor shall obtain rights to any material asset or item that may be considered Collateral, the provisions of Section 2.01 shall automatically apply thereto and each Grantor shall give to the Collateral Agent prompt notice thereof in writing.

(b) With respect to any such material asset or item that may be considered Collateral as set forth in paragraph (a) above, each Grantor shall follow the procedures set forth in Section 3.03, as applicable, to ensure that the Collateral Agent's valid security interest therein is perfected.

SECTION 4.07 *Assignment of Licenses.* Upon and during the continuance of an Event of Default and at the reasonable request of the Collateral Agent, each Grantor shall use its reasonable efforts to obtain all requisite consents or approvals by the licensor of each Copyright License, Patent License or Trademark License to effect the assignment of all of the Grantors' rights, title and interest thereunder to the Collateral Agent or its designee.

SECTION 4.08. *Collateral Agent's Liabilities and Expenses; Indemnification.*  
(a) Notwithstanding anything to the contrary provided herein, the Collateral Agent assumes no liabilities with respect to any claims regarding each Grantor's ownership (or purported ownership) of, or rights or obligations (or purported rights or obligations) arising from, the Collateral or any use (or actual or alleged misuse), license or sublicense thereof by any Grantor or any licensee of such Grantor, whether arising out of any past, current or future event, circumstance, act or omission or otherwise, or any claim, suit, loss, damage, expense or liability of any kind or nature arising out of or in connection with the Collateral or the production, marketing, delivery, sale or provision of goods or services under or in connection with any of the Collateral. As between the Secured Parties and the Grantors, all of such liabilities shall be borne exclusively by the Grantors.

(b) Each Grantor hereby agrees to pay all expenses of the Collateral Agent and to indemnify the Collateral Agent with respect to any and all losses, claims, damages, liabilities and related expenses in respect of this Agreement or the Collateral in each case to the extent the Parent Borrower is required to do so pursuant to Section 10.05 of the Credit Agreement.

(c) Any amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Security Documents. Without prejudice to the survival of any other agreements contained herein, all indemnification and reimbursement obligations contained herein shall survive the payment in full of the principal and interest under the Credit Agreement, the expiration of the Letters of Credit and the termination of the Commitments or this Agreement.

## ARTICLE V

### *Remedies*

SECTION 5.01. *Power of Attorney.* Upon the occurrence and during the continuance of any Event of Default, subject to prior written notice to the Parent Borrower, the Collateral Agent shall have the right, as the true and lawful attorney-in-fact of the Grantors, with power of substitution for the Grantors and in the Grantors' names, the Collateral Agent's name or otherwise, for the use and benefit of the Secured Parties (a) upon prior notice from the Collateral Agent, to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts,

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money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to sign the name of any Grantor on any invoice relating to any of the Collateral; (d) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (e) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to or pertaining to all or any of the Collateral owned by any Grantor; (f) to license or, to the extent permitted by any applicable law, sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any of the Collateral owned by any Grantor throughout the world for such term or terms, on such conditions, and in such manner, as the Collateral Agent shall determine (other than in violation of any then existing licensing arrangements to the extent that waivers or other adequate provision cannot be secured therefor); and (g) generally to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral owned by any Grantor, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Collateral Agent were the absolute owner of the Collateral owned by any Grantor for all purposes; *provided, however*, that except as provided for by law or the Uniform Commercial Code as in effect in the State of New York or its equivalent in other jurisdictions, nothing herein contained shall be construed as requiring or obligating the Collateral Agent to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Collateral Agent, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby, and no action taken by the Collateral Agent or omitted to be taken with respect to the Collateral or any part thereof shall give rise to any defense, counterclaim or offset in favor of any Grantor or to any claim or action against the Collateral Agent. It is understood and agreed that the appointment of the Collateral Agent as the attorney-in-fact of the Grantors for the purposes set forth above in this Section 5.01 is coupled with an interest and is irrevocable. The provisions of this Section 5.01 shall in no event relieve the Grantors of any of their obligations hereunder or under the Credit Agreement or any other Loan Document with respect to the Collateral or any part thereof or impose any obligation on the Collateral Agent or the Secured Parties to proceed in any particular manner with respect to the Collateral or any part thereof, or in any way limit the exercise by the Collateral Agent or any Secured Party of any other or further right that it may have on the date of this Agreement or hereafter, whether hereunder or by law or by the Security Agreement, or otherwise.

SECTION 5.02. *Other Remedies upon Default.* Upon the occurrence and during the continuance of an Event of Default, each Grantor expressly agrees that, subject to prior written notice to the Parent Borrower, the Collateral Agent on demand shall have the right to take any or all of the following actions at the same or different times: with or without legal process and with or without previous notice or demand for performance, to take possession of all tangible manifestations or embodiments of the Collateral and documentation relating thereto and all business records, documents, files, prints and labels with respect to the Collateral, and without liability for trespass to enter any premises where such tangible manifestations or embodiments, business records, documents, files, prints and labels with respect to the Collateral may be located for the purpose of taking possession of or removing such tangible manifestations or embodiments, business records, documents, files, prints and labels with respect to the Collateral, and, generally, to exercise any and all rights afforded to a secured party under the Uniform Commercial Code or other law applicable to any part of the Collateral. Subject to and without limiting the generality of the foregoing, each Grantor agrees that the U.S. Collateral Agent shall have the right, subject to the mandatory requirements of applicable law or any License or other agreement governing the Collateral, to sell or otherwise dispose of all or any part of the Collateral, at public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Collateral Agent shall deem appropriate. The Collateral Agent shall be authorized at any such sale (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to persons who will represent and agree that they are purchasing the Collateral for their own account for investment and not with a view to the distribution or sale thereof where the failure to obtain

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such a representation and agreement could result in a violation of any applicable securities laws, and upon consummation of any such sale the Collateral Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold (subject to mandatory provisions of applicable law or any License or other agreement governing the Collateral). Each such purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal that such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

The Collateral Agent shall give the Grantors at least 10 days' written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-504(3) of the Uniform Commercial Code as in effect in the State of New York or its equivalent in other jurisdictions) of the Collateral Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral, or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Collateral Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Collateral Agent may (in its sole and absolute discretion) determine. The Collateral Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Collateral Agent until the sale price is paid by the purchaser or purchasers thereof, but the Collateral Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice to the Grantors. At any public sale made pursuant to this Section 5.02, the Collateral Agent or any Secured Party may to the extent permitted by law bid for or purchase, free from any right of redemption, stay, valuation or appraisal on the part of any Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to the Collateral Agent or any Secured Party from any Grantor as a credit against the purchase price, and the Collateral Agent or any Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to such Grantor therefor. As an alternative to exercising the power of sale herein conferred upon it, the Collateral Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver.

**SECTION 5.03. Application of Proceeds of Sale.** The proceeds of any sale of Collateral, as well as any Collateral consisting of cash, shall be applied by the Collateral Agent as follows:

*First*, to the payment of the reasonable costs and expenses of the Collateral Agent as set forth in Sections 5.01 and 5.02 and in the Credit Agreement;

*Second*, to the payment of all amounts of the Obligations owed to the Secured Parties in respect of Loans made by them and outstanding and amounts owing in respect of any L/C Disbursement or Letter of Credit or under any Interest/Exchange Rate Protection Agreement, pro rata as among the Secured Parties in accordance with the amount of such Obligations owed them;

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*Third.* to the payment and discharge in full of the Obligations (other than those referred to above), pro rata as among the Secured Parties in accordance with the amount of such Obligations owed to them: and

*Fourth.* after payment in full of all Obligations, to the applicable Grantor, or its successor or assign thereof, or to whomsoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct, any Collateral then remaining.

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

**SECTION 5.04. *Grant of License to Use Patent, Trademark and Copyright Collateral.*** For the purpose of enabling the Collateral Agent to exercise rights and remedies under Article V hereof at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Collateral Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to such Grantor) to use, license or sublicense any of the Collateral now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored. The use of such license by the Collateral Agent shall be exercised, at the option of the Collateral Agent for any purpose appropriate in connection with the exercise of remedies hereunder, only upon the occurrence and during the continuance of an Event of Default; *provided* that any license, sublicense or other transaction entered into by the Collateral Agent in accordance herewith shall be binding upon such Grantor notwithstanding any subsequent cure of an Event of Default. The Collateral Agent agrees to apply the net proceeds received from any license as provided in Section 5.03 hereof.

## ARTICLE VI

### *Miscellaneous*

**SECTION 6.01. *The Collateral Agent Appointed Attorney-in-Fact.*** Except as otherwise provided herein, each Grantor hereby appoints the Collateral Agent the attorney-in-fact of such Grantor, effective upon the occurrence and during the continuance of an Event of Default, for the purposes of carrying out the provisions of this Agreement, taking any action and executing any instrument that the Collateral Agent may reasonably deem necessary or advisable to accomplish the purposes hereof, and doing all other acts that such Grantor is obligated to do hereunder. Such appointment is in each case irrevocable and coupled with an interest. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof in accordance with this Agreement.

**SECTION 6.02. *Notices.*** Notices and other communications provided for herein shall be in writing and given to the Parent Borrower or any Secured Party in the manner provided for in the Credit Agreement.

**SECTION 6.03. *Successors and Assigns.*** (a) Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the permitted successors and assigns of such party, and the terms "Lender", "Fronting Bank" and "Secured Party" shall include each permitted successor and assignee of any Lender, Fronting Bank or Secured Party permitted under Section 9.04 of the Credit Agreement and all covenants, promises and agreements

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by or on behalf of the Grantors or the Collateral Agent or that are contained in this Agreement shall bind and inure to the benefit of their respective permitted successors and permitted assigns referred to above.

(b) No Grantor shall assign or delegate any of its rights and duties hereunder.

(c) The covenants, promises and agreements by the Grantors shall inure to the benefit of each Secured Party and each assignee of any Secured Party permitted under Section 9.04 of the Credit Agreement.

**SECTION 6.04. *Applicable Law.*** PURSUANT TO NYGOL §5-1401, THE PARTIES HERETO AGREE THAT THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT FEDERAL LAW OR LAWS OF ANOTHER STATE OR FOREIGN JURISDICTION MAY APPLY TO PATENTS, TRADEMARKS, COPYRIGHTS, OTHER COLLATERAL OR REMEDIES.

**SECTION 6.05. *Waivers; Amendment.*** (a) No failure or delay of the Collateral Agent in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other right or power. The rights and remedies of the Collateral Agent hereunder and of other Secured Parties under the Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provisions of this Agreement or any other Loan Document or consent to any departure by any Grantor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on any Grantor in any case shall entitle such Grantor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into between any Grantor and the Collateral Agent, with the prior written consent of the Required Lenders; *provided, however,* that except as provided herein or in the other Loan Documents, no such agreement shall amend, modify, waive or otherwise affect the rights or duties of the Collateral Agent hereunder without the prior written consent of the Collateral Agent.

**SECTION 6.06. *Security Interest Absolute.*** All rights of the Collateral Agent hereunder, the security interests granted hereunder and all obligations of the Grantors hereunder shall be absolute and unconditional.

**SECTION 6.07. *Survival of Agreement.*** All covenants, agreements, representations and warranties made by any Grantor herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the Secured Parties and shall survive the making by the Lenders of the Loans, the execution and delivery to the Lenders of the Loan Documents and the issuance by the Fronting Bank of the Letters of Credit regardless of any investigation made by the Secured Parties or on their behalf and shall continue in full force and effect so long as the principal of or any accrued interest on any Loan or L/C Disbursement or any Fee or any other amount payable under or in respect of this Agreement or any other Loan Document is outstanding and unpaid and so long as the Commitments have not been terminated.

**SECTION 6.08. *Binding Effect; Assignments.*** This Agreement shall become effective as to any Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent, and thereafter shall be binding upon such Grantor and its respective successors and assigns, and shall inure to the benefit of such Grantor and the

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Secured Parties and their respective successors and assigns, except that no Grantor shall have the right to assign its rights hereunder or any interest herein (and any such attempted assignment shall be void) except as expressly contemplated by this Agreement or the other Loan Documents.

**SECTION 6.09. Termination; Release.** (a) This Agreement and the security interests granted hereby shall terminate when all the Obligations have been indefeasibly paid in full, the Commitments have been terminated and no Letters of Credit are outstanding.

(b) Upon any sale by any Grantor of any Collateral that is permitted under the Credit Agreement or upon the effectiveness of any written consent to the release of the Security Interest in any Collateral pursuant to Section 9.08 of the Credit Agreement, the Security Interest in such Collateral shall be automatically released.

(c) In connection with any termination or release pursuant to paragraphs (a) and (b), the Collateral Agent shall execute and deliver to each Grantor, at such Grantor's expense, all Uniform Commercial Code termination statements, documents in order to terminate any United States Patent and Trademark Office filings and similar documents that such Grantor shall reasonably request to evidence such termination or release. Any execution and delivery of termination statements or documents pursuant to this Section 6.09 shall be without recourse to or warranty by the Collateral Agent.

**SECTION 6.10. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 6.10.**

**SECTION 6.11. Severability.** In the event any one or more of the provisions contained in this Agreement or in any other Loan Document should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

**SECTION 6.12. Jurisdiction; Consent to Service of Process.** (a) Each Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or the other Loan Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that any Loan Party or

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

THE IMPERIAL HOME DECOR GROUP INC.,

by 

Name: KEITH T. MCASLAN  
Title: VICE PRESIDENT, FINANCE  
AND CHIEF FINANCIAL OFFICER,  
SECRETARY

THE IMPERIAL HOME DECOR GROUP (US)  
LLC,

by 

Name: KEITH T. MCASLAN  
Title: VICE PRESIDENT - FINANCE AND CHIEF  
Address: FINANCIAL OFFICER, SECRETARY

Facsimile No:

VERNON PLASTICS INC.,

by 

Name: KEITH T. MCASLAN  
Title: VICE PRESIDENT, CHIEF FINANCIAL  
Address: OFFICER, ASSISTANT TREASURER,  
SECRETARY

Facsimile No:

WDP INVESTMENTS, INC.,

by 

Name: KEITH T. MCASLAN  
Title: VICE PRESIDENT, CHIEF FINANCIAL  
Address: OFFICER, SECRETARY

Facsimile No:

MARKETING SERVICE, INC.,

by 

Name: KEITH T. MCASLAN  
Title: VICE PRESIDENT, CHIEF FINANCIAL  
Address: OFFICER, ASSISTANT TREASURER,  
SECRETARY

Facsimile No:

THE CHASE MANHATTAN BANK,  
as Collateral Agent.

by



Name: Desmond SAUEY  
Title: VICE PRESIDENT  
Address:

Facsimile No:

SUPPLEMENT NO. [ ] dated as of [ ], to the Intellectual Property Security Agreement dated as of March 13, 1998 (the "*Intellectual Property Security Agreement*"), among THE IMPERIAL HOME DECOR GROUP INC., a Delaware corporation (the "*Parent Borrower*") and the U.S. Subsidiaries party hereto (together with the Parent Borrower, the "*Grantors*") and THE CHASE MANHATTAN BANK, a New York banking corporation ("*Chase*"), as Collateral Agent (each capitalized term used but not defined having the meaning given it in the Intellectual Property Security Agreement) for the Secured Parties.

A. Reference is made to the Credit Agreement dated as of March 13, 1998 (as amended or modified from time to time, the "*Credit Agreement*"), among Imperial Home Decor Group Holdings II Limited., a limited company incorporated under the laws of England and Wales, The Imperial Home Decor Group (Canada) ULC, an unlimited liability company organized under the laws of Nova Scotia, Canada the Parent Borrower, the Lenders, The Chase Manhattan Bank of Canada, as Canadian Administrative Agent, Chase, as U.S. Administrative Agent and Collateral Agent, and the Fronting Bank.

B. The Parent Borrower has entered into the Intellectual Property Security Agreement in order to induce the Lenders to make Loans and the Fronting Bank to issue Letters of Credit pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement. Pursuant to Section 5.11 of the Credit Agreement, each U.S. Subsidiary that was not in existence or not a U.S. Subsidiary on the date thereof is required to enter into the Intellectual Property Security Agreement as a Grantor upon becoming a U.S. Subsidiary. Section 6.15 of the Intellectual Property Security Agreement provides that additional U.S. Subsidiaries may become Grantors under the Intellectual Property Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned (the "*New Grantor*") is a U.S. Subsidiary and is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Intellectual Property Security Agreement in order to induce the Lenders to make additional Loans and the Fronting Bank to issue additional Letter of Credit and as consideration for Loans previously made and Letters of Credit previously issued.

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

SECTION 1. In accordance with Section 6.15 of the Intellectual Property Security Agreement, the New Grantor by its signature below becomes a Grantor under the Intellectual Property Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Grantor hereby agrees to all the terms and provisions of the Intellectual Property Security Agreement applicable to it as a Grantor thereunder. Each reference to a "*Grantor*" in the Intellectual Property Security Agreement shall be deemed to include the New Grantor. The Intellectual Property Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to the effects of applicable bankruptcy, insolvency or similar laws affecting creditors' rights generally and equitable principles of general applicability.

SECTION 3. This Supplement may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one instrument. This Supplement shall become effective when the Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of the New Grantor and the Collateral Agent.

SECTION 4. Except as expressly supplemented hereby, the Intellectual Property Security Agreement shall remain in full force and effect.

**SECTION 5. PURSUANT TO NYGOL § 5-1401, THE PARTIES HERETO AGREE THAT THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

SECTION 6. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, neither party hereto shall be required to comply with such provision for so long as such provision is held to be invalid, illegal or unenforceable, but the validity, legality and enforceability of the remaining provisions contained herein and in the Intellectual Property Security Agreement shall not in any way be affected or impaired. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7. All communications and notices hereunder shall be in writing and given as provided in the Credit Agreement. All communications and notices hereunder to the New Grantor shall be given to it at the address set forth under its signature, with a copy to the Parent Borrower.

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

[NAME OF NEW GRANTOR],

by

\_\_\_\_\_  
Name:  
Title:  
Address:

THE CHASE MANHATTAN BANK,  
as Collateral Agent,

by

\_\_\_\_\_  
Name:  
Title:

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SCHEDULE I to  
Intellectual Property  
Security Agreement

Patents and Patent Applications

Serial No. or Patent No.	Country	Issue or Filing Date
4,804,572	U.S.	2/14/89
Des. 327,427	U.S.	6/30/92
Des. 332,744	U.S.	1/26/93
Des. 341,374	U.S.	11/16/93
5,639,539	U.S.	6/17/97
5,676,249	U.S.	10/14/97
1,317,820	Canada	5/18/93
<b>Properties Relating to Borden:</b>		
Des. 365,706	U.S.	
Des. 365,707	U.S.	
75,736	Canada	
4,740,541	U.S.	
4,822,691	U.S.	
4,946,739	U.S.	
5,173,144	U.S.	
5,191,007	U.S.	
5,346,755	U.S.	
2,021,038B	Great Britain	
2,127,322	Canada	
Des. 288,266	U.S.	

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Serial No. or Patent No.	Country	Issue or Filing Date
Des. 288.640	U S	
Des 343.639	U S	
5,487,929	U.S.	
5,676,787	U.S.	
08/840,662	U.S.	
2,099,432	Canada	
2,135,016	Canada	
2,164,795	Canada	



SCHEDULE II to  
Intellectual Property  
Security Agreement

**Trademarks, Trademark Registrations  
and Trademark Registration Applications**

Serial No. or Registration No.	Country	Registration or Filing Date	Mark
75/425,559	U.S.	1/29/98	IMPERIAL HOME DECOR GROUP
	Canada	1/30/98	IMPERIAL HOME DECOR GROUP
	U.S.	2/10/98	IHDG
	Canada	2/25/98	IHDG
	U.S.	2/10/98	IHDG IMPERIAL HOME DECOR GROUP
	Canada	2/25/98	IHDG IMPERIAL HOME DECOR GROUP
1,586,718	U.S.	3/13/90	CLASSIC INTERIORS
1,984,149	U.S.	7/2/96	DECORATING SOLUTIONS
1,713,550	U.S.	9/8/92	FASHION POINT
1,981,154	U.S.	6/18/96	FOR BABIES ONLY
1,981,157	U.S.	6/18/96	FOR BOYS ONLY
1,981,156	U.S.	6/18/96	FOR GIRLS ONLY
1,981,155	U.S.	6/18/96	FOR KITCHENS ONLY
1,236,264	U.S.	5/3/83	FUN STUFF
1,687,829	U.S.	5/19/92	HISTORIC AMERICA
1,342,621	U.S.	6/18/85	K & W
1,368,963	U.S.	11/5/85	KATZENBACH & WARREN
1,526,867	U.S.	2/28/89	ORIENTAL IMPRESSIONS
1,686,358	U.S.	5/12/92	ROOM PLANNER
2,047,998	U.S.	3/25/97	SP
1,685,271	U.S.	5/5/92	STAMP OUT STAINS

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Serial No. or Registration No.	Country	Registration or Filing Date	Mark
1,238,425	U.S.	5/17/83	ALBERT VAN LUIT & CO.
1,888,522	U.S.	4/11/95	IMPERIAL LIFESTYLES
1,395,775	U.S.	6/3/86	LOUIS W. BOWEN
1,394,917	U.S.	5/27/86	LWB
1,738,391	U.S.	12/8/92	PLEXUS
1,309,172	U.S.	12/11/84	ALBERT VAN LUIT & CO.
1,915,144	U.S.	8/29/95	APPLIQUE BY IMPERIAL
1,092,878	U.S.	6/6/78	CAREFREE WALLCOVERINGS C
675,099	U.S.	3/3/59	COLOR-LOCKED
1,417,548	U.S.	11/18/86	COOKIE JAR
1,344,746	U.S.	6/25/85	DO IT YOURSELF QUALITY HOUSE WALLCOVERINGS
1,110,590	U.S.	1/2/79	E-Z VINYL
647,851	U.S.	7/2/57	E-Z-DU
1,722,135	U.S.	10/6/92	FOR WOMEN ONLY
673,532	U.S.	2/3/59	GLENDURA
652,763	U.S.	10/8/57	GLENSTYLE
1,490,323	U.S.	5/31/88	HUNTING VALLEY PRINTS
2,047,096	U.S.	3/25/97	IMPACT!
906,747	U.S.	1/26/71	IMPERIAL GUARANTEED WALLCOVERINGS
697,832	U.S.	5/17/60	IMPERIAL
1,042,379	U.S.	6/29/76	1ST CHOICE
662,594	U.S.	6/3/58	JEAN MCLAIN
1,244,652	U.S.	7/5/83	KINNEY WALLCOVERINGS
1,297,813	U.S.	9/25/84	LIMITED EDITION: FOR MEN ONLY
648,613	U.S.	7/16/57	MANCHESTER
1,245,444	U.S.	7/12/83	MILBROOK

Serial No. or Registration No.	Country	Registration or Filing Date	Mark
1,115,696	U S	3/27/79	MINI-MATES
1,078,484	U S	11/29/77	NATURALLY YOURS
1,456,634	U S	9/8/87	SHELBOURNE
1,346,425	U S	7/2/85	SILKEN MINIATURES BY UNITED
1,958,358	U S	2/27/96	SPORTS BANNER
1,439,319	U S	5/12/87	SP
1,521,936	U S	1/24/89	STERLING PRINTS
1,984,090	U S	7/2/96	SURE TOUCH
1,459,363	U S	9/29/87	S
1,734,992	U S	11/24/92	TEXTILES FOR THE WALL
1,820,691	U S	2/8/94	THE HOUSE YOU LIVE IN
1,425,832	U S	1/20/87	UNITED WALLCOVERINGS
1,493,732	U S	6/21/88	WE'VE GOT YOUR STYLE!
75-269,113	U S	4/4/97	VISIONARY OPTIONS
75-092,656	U S	4/16/96	COLOR OPTIONS
75-361,356	U S	9/23/97	DANIEL WRIGHT
75-034,301	U S	12/4/95	HOME HARMONIES
75-399,545	U S	12/3/97	IMPERIAL COLOR SYSTEM
75-399,544	U S	12/3/97	IMPERIAL GALLERY
75-325,012	U S	7/15/97	MAGNOLIA HILL
75-399,546	U S	12/3/97	YOUR LIFE, YOUR STYLE, YOU'RE HOME
75-269,141	U S	4/4/97	ACCENT ON TEXTURES
75-269,112	U S	4/4/97	ART ACCENTS
75-268,208	U S	4/2/97	EVOLUTIONS
75-246,721	U S	2/24/97	OUTLINES
75-185,622	U S	10/22/96	WOODWORKS

Serial No. or Registration No.	Country	Registration or Filing Date	Mark
75-269,238	U.S.	4.4.97	THE IMPERIAL PROMISE
1,172,411	U.S.	10/06.81	INVITING ROOMS
<b>Properties Relating to Borden</b>			
74/672,928	U.S.	5/12/95	ASPEN
737,159	U.S.	9/4/62	"B" & DESIGN
1,346,061	U.S.	7/2/85	BIRGE
1,727,807	U.S.	10/27/92	BIRGE VICTORIAN SMALL PARTS
1,739,110	U.S.	12/8/92	BORDERLINES
1,646,917	U.S.	6/4/91	BRAMPTON HOUSE
1,598,589	U.S.	5/29/90	BROADCAST
1,768,748	U.S.	5/4/93	BUCKS FIZZ
1,739,982	U.S.	12/15/92	CHEROKEE ROSE
1,671,864	U.S.	1/14/92	CHROMATINTS
74/630,453	U.S.	2/6/95	CLASSIC VALUES
1,653,775	U.S.	8/13/91	CLUB PRINTS
1,648,908	U.S.	6/25/91	COLONY CLUB
1,364,554	U.S.	10/8/85	COVER UPS
455,337	U.S.	11/8/93	ELEGANT LIVING
1,227,639	U.S.	2/15/83	FOREMOST
1,367,182	U.S.	10/22/85	GOLD MEDAL
1,648,234	U.S.	6/18/91	I LOVE MY ROOM
1,655,619	U.S.	9/3/91	KIDS LUV BORDERS
74/693,156	U.S.	6/26/95	MAGNOLIA LANE
75/054,737	U.S.		MEADOW LANE

Serial No. or Registration No.	Country	Registration or Filing Date	Mark
1,256,165	U S	11/1/83	MITCHELL DESIGN LOGO
1,244,533	U S	7/5/83	MITCHELL DESIGNS
1,014,920	U S	7/1/75	MITCHELL DESIGNS
1,687,948	U.S.	5/19/92	MRS. MITCHELL'S COUNTRY KITCHEN
1,675,956	U.S.	2/18/92	MULBERRY PRINTS
74/687,862	U.S.	6/13/95	PAINTABLE IMPRESSIONS
74/671,358	U S	5/8/95	PARK LANE
1,686,537	U.S.	5/12/92	PINE VALLEY PRINTS
74/675,485	U S	5/17/95	QUINCY PLACE
1,652,482	U.S.	7/30/91	SANTA FE
426,831	U.S.	8/23/93	SAPPHIRE SECRETS
1,817,473	U.S.	1/18/94	SAPPHIRE STUDIO
1,832,807	U.S.	4/26/94	SATIN ROMANCE
1,846,211	U.S.	7/17/94	SERENITY
1,422,036	U.S.	12/23/86	SUN-TEX
841,956	U.S.	1/9/68	SUN-VINYL
734,938	U.S.	7/24/62	SUNWORTHY
74/675,487	U.S.	5/17/95	THE WHITES COLLECTION
1,849,413	U.S.	8/9/94	TIMELESS
1,351,620	U.S.	7/30/85	TRIANGLES DESIGN
1,645,354	U.S.	5/21/91	VICTORIAN ROMANCE
1,652,481	U.S.	7/30/91	VILLAGE PRINTS
74/546,428	U.S.	6/30/94	WALLS BY DESIGN
1,646,131	U.S.	5/28/91	WEATHERVANE PRINTS
74/675,486	U.S.	5/17/95	WESTMOUNT WALL COVERINGS
1,249,800	U.S.	8/30/83	YES-YOU-CAN

Serial No. or Registration No.	Country	Registration or Filing Date	Mark
1,646,916	U.S.	04/91	YOUNG AND FANCIFUL
405,809	Canada	12/4/92	ACROPOLIS
823,388	Canada		APPLETON LANE
782,474	Canada		ASPEN
428,122	Canada	6/3/94	"B" & DESIGN
439,127	Canada	6/2/93	BED, BATH & BORDERS
420,070	Canada	11/27/93	BIRGE
774,476	Canada		BORDERLINES
414,480	Canada	7/9/93	BOTANICALS
1,011,073	U.K.		CARISMA
414,477	Canada	7/9/93	CHEROKEE ROSE
819,731	Canada		CHESTNUT HILL
774,478	Canada		CLASSIC VALUES
414,479	Canada	7/9/93	COLONY CLUB
413,675	Canada	6/18/93	COTTAGE COLLECTION
272,401	Canada	9/3/82	DECO-PIECES
895,717	U.K.		DECORENE
776,315	Canada	2/23/95	EASISTIK
1,578,116	U.K.	7/13/95	EASISTIK
74/656,927	U.S.	4/6/95	EASISTIK
406,083	Canada	12/11/92	FAIRPORT MANOR
311,250	Canada	2/14/86	FASHION HOUSE
269,296	Canada	5/21/82	FOREMOST
286,190	Canada	7/2/81	FOREMOST WALL COVERINGS & DESIGN
762,780	Canada		FOXCROFT
390,348	Canada	11/15/91	FRESH FEELINGS

Serial No. or Registration No.	Country	Registration or Filing Date	Mark
816,112	Canada		FUN FRIENDS
406,500	Canada	12/18/92	GALLANTRY
420,016	Canada	11/26/93	GARDEN SILKS
812,178	Canada		GENTLEMEN'S CLASSICS
311,249	Canada	2/14/86	GOLD MEDAL
414,478	Canada	7/9/93	HARVEST
762,781	Canada		HAZELTON LANE
316,912	Canada	8/1/86	HEARTLAND
774,479	Canada		HOLIDAY BORDERS
412,268	Canada	5/14/93	JESSICA LAYNE
782,226	Canada		MAGNOLIA LANE
345,540	Canada		MIRAGE
1,296,184	U.K.		MIRAGE
404,927	Canada	11/13/92	MOONDANCE
349,476	Canada		MULTICOLOR
B1,296,185	U.K.		MULTICOLOR
341,118	Canada		MYSTIQUE
1,296,183	U.K.		MYSTIQUE
303,266	Canada	5/31/85	NOW
774,480	Canada		PAINTABLE IMPRESSIONS
556,615	U.K.		PARAMOUNT
406,501	Canada	12/18/92	PARK LANE
658,429	U.K.		PERMATEX
291,146	Canada	5/18/84	RAINBOWS
286,192	Canada	12/23/83	ROOM BOOKS
1,313,898	U.K.		SAPPHIRE
189,270	Canada	3/16/73	SHAND KYDD

Serial No. or Registration No.	Country	Registration or Filing Date	Mark
927,252	U.K.		SHAND KYDD
1,394,452	U.K.		SHAND KYDD
898,629	U.S.	9/15/70	SHAND KYDD
823,389	Canada		STICK 'N PLAY
399,204	Canada	6/12/92	STRAWBERRY JAM
291,617	Canada	6/8/84	STYLIST
721,051	Canada		SUNFASHION COORDINATES
1,284,680	U.K.		SUN-TEX
1,284,681	U.K.		SUN-TEX
151,510	Canada	6/16/67	SUN-VINYL
1,284,682	U.K.		SUNWALL
1,284,683	U.K.		SUNWALL
04331	Canada	1/21/35	SUNWORTHY
414,469	Canada	7/9/93	SUNWORTHY
417,618	Canada	10/1/93	SUNWORTHY & DESIGN
2,006,204	U.K.		SYMPHONY
414,039	Canada	6/25/93	THREE'S COMPANY
184,548	Canada		TOUCH-DOWN
289,062	Canada		TOUCHDOWN
1,087,790	U.K.		TOUCHDOWN
1,034,392	U.K.		TRANSPRINTS DEVICE
275,816	Canada	1/14/83	TRIANGLES DESIGN; SUN & RAYS
406,502	Canada	12/18/92	TRILLIUM
730,280	Canada		WALL & WINDOW FASHIONS
773,310	Canada		WALLSHOP & DESIGN
409,785	Canada	3/19/93	WATERMARK SERIES
781,749	Canada		WESTMOUNT



Serial No. or Registration No.	Country	Registration or Filing Date	Mark
420.063	Canada	11/26/93	YES YOU CAN & DESIGN
223.809	Canada	10/21/77	YES-YOU-CAN

Copyright Registrations and  
Copyright Registration Applications

Application or Registration No.	Country	Registration or Filing Date	Title
VA-196-998	U.S.	7/5/85	American sketchbook: a collection of small prints with borders and fabrics
VA-200-775	U.S.	9/10/85	Small prints
VA-202-129	U.S.	9/10/85	Classic interiors
VA-208-041	U.S.	12/3/85	Marco & Micio Imperial wallcoverings
VA-234-744	U.S.	8/15/86	I am funstuff for kids
VA-255-476	U.S.	2/27/87	Baskets and bows
VA-258-586	U.S.	3/25/87	Hayride
VA-268-270	U.S.	6/19/87	American barns
VA-282-744	U.S.	9/4/87	Small prints: vol. VI
VA-282-973	U.S.	11/16/87	American shores
VA-285-303	U.S.	11/16/87	Woodbriar country
VA-292-963	U.S.	11/16/87	Stamp out stains in your kitchen and bath
VA-293-775	U.S.	2/17/88	Farmers market
VA-302-925	U.S.	4/18/88	Streamers: vol. 2
VA-304-893	U.S.	5/27/88	Stamp Out Stains
VA-304-895	U.S.	5/27/88	Golden afternoon
VA-306-660	U.S.	4/18/88	Early America stencil
VA-317-296	U.S.	8/17/88	Gathering the eggs
VA-321-815	U.S.	9/19/88	Bear hugs

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Application or Registration No.	Country	Registration or Filing Date	Title
VA-324-457	U S	10/4/88	Great American hits for kitchens & baths
VA-324-461	U S	10/4/88	Fun stuff: v. 5
VA-324-462	U S	10/4/88	Details in textures, prints, and borders
VA-326-120	U S	11/22/88	Straw hat
VA-326-121	U S	11/22/88	Windmills & whirligigs
VA-328-472	U S	12/14/88	Architectural accents: vol. II
VA-335-109	U S	2/15/89	Natural resources
VA-336-064	U S	1/23/89	Hayride
VA-336-667	U S	2/22/89	French farmhouse
VA-337-811	U S	2/15/89	American Southwest
VA-338-963	U S	2/15/89	Artworks
VA-341-398	U S	2/10/89	Stamp Out Stains in your kitchen and bath
VA-341-399	U S	2/10/89	Maplenut Farm
VA-343-047	U S	2/15/89	Interior showcase
VA-351-571	U S	5/30/89	A Fresh approach
VA-355-057	U S	6/20/89	Home on the range
VA-355-152	U S	6/20/89	Small prints: vol. VII
VA-356-535	U S	8/9/89	Color waves
VA-357-159	U S	4/5/89	A Library of Stripes, plaids & textures
VA-360-907	U S	8/16/89	American sketchbook
VA-360-910	U S	8/21/89	Satin bouquet: vol. IV
VA-368-146	U S	9/29/89	Make-a-big-splash with Stamp Out Stains in your kitchen and bath
VA-372-151	U S	10/24/89	Bed of roses

Application or Registration No.	Country	Registration or Filing Date	Title
VA-382-540	U S	11/28/89	Stamp Out Stains all through your house
VA-387-440	U S	2/7/90	New beautiful kitchens & baths: vol. I
VA-387-448	U S	2/7/90	Streamers: vol. III
VA-395-498	U S	4/25/90	Totally awesome
VA-398-057	U S	5/31/90	Fresh florals: vol. I
VA-398-058	U S	5/31/90	Hemisphere: vol. I
VA-406-854	U S	7/12/90	Active life: vol. I
VA-406-855	U S	7/12/90	Dimensionals: v. 3
VA-415-117	U S	5/31/90	Joyful expressions: vol. I
VA-420-782	U S	10/9/90	Spring meadow: vol. I
VA-422-250	U S	11/7/90	American shores: v. 2
VA-427-128	U S	11/28/90	Regalis Court: vol. I
VA-427-129	U S	11/28/90	English country home: vol. I
VA-427-130	U S	12/6/90	J.G. Hook At home: vol. I
VA-434-141	U S	2/8/91	Stamp Out Stains: vol. II
VA-435-209	U S.	1/29/91	Details in textures, prints, and borders: v. 2
VA-435-222	U.S.	1/29/91	Colonial Craftsman: vol. I
VA-439-739	U.S.	3/14/91	Imperial miniatures: vol. I
VA-439-810	U.S.	12/5/90	Paws: wallcoverings & borders for animal lovers of all ages: vol. I
VA-442-009	U.S.	4/9/91	Royal coach
VA-442-011	U.S.	4/9/91	Painted finishes: vol. I
VA-447-982	U.S.	5/10/91	Satin & lace: vol. I
VA-450-618	U.S.	5/21/91	Stamp Out Stains in your kitchen and bath, Beekeepers garden: vol. I

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TRADEMARK  
 REEL: 002281 FRAME: 0940  
 REEL: 003531 FRAME: 0668

Application or Registration No.	Country	Registration or Filing Date	Title
VA-450-619	U S	5/31/91	Wind flowers: vol. I
VA-450-620	U S	5/31/91	Gurron Hall: vol. I
VA-468-140	U S	8/14/91	Great American hits: vol. I
VA-468-149	U S	7/23/91	American miniatures: vol. I
VA-469-951	U S	9/3/91	Stamp out stains in your kitchen and bath: vol. II
VA-470-809	U S	8/14/91	Small prints: vol. VIII
VA-471-460	U S	9/27/91	Hamilton House: paisleys, stripes, foulards, jacobeans: vol. I
VA-471-468	U S	9/27/91	Western hemisphere: vol. I
VA-480-841	U S	5/21/91	Fun-stuff: vol. VI
VA-485-082	U S	1/9/92	Country prints: vol. I
VA-485-860	U S	1/10/92	Satin bouquet: vol. V
VA-497-036	U S	3/5/92	Tilden Manor: vol. I
VA-512-194	U S	3/5/92	Bed of roses: vol. 2
VA-513-183	U S	6/18/92	Decorating solutions: wallcoverings and fabrics for your bed & bath: vol. I
VA-514-015	U S	7/13/92	Beaumont Manor: vol. I
VA-519-988	U S	8/21/92	New country Gear living: 24th in a series
VA-519-993	U S	8/21/92	More Gear Kids: 23rd in a series
VA-535-831	U.S.	10/22/92	Victorian parlor
VA-535-832	U.S.	10/22/92	Hathaway
VA-535-835	U.S.	10/29/92	Interior showcase
VA-538-034	U.S.	3/5/92	The House You Live In, Early America: vol. I
VA-538-083	U.S.	10/22/92	Kitchen and bath: vol. I
VA-570-364	U.S.	4/14/93	Formal country home: vol. I

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TRADEMARK  
 REEL: 002801 FRAME: 0941  
 REEL: 003531 FRAME: 0669

Application or Registration No.	Country	Registration or Filing Date	Title
VA-570-365	U.S.	4/14/93	Without boundaries: vol. 1
VA-570-366	U.S.	4/14/93	Heatherwood: vol. 1
VA-570-367	U.S.	4/14/93	Briarhill Lane: vol. 1
VA-574-035	U.S.	5/14/93	Decorating solutions for your home: vol. 1
VA-585-977	U.S.	4/14/93	Executive club
VA-599-800	U.S.	4/14/93	Manor house: vol. 2
VA-599-801	U.S.	4/14/93	Mini mates: vol. 1
VA-599-802	U.S.	4/14/93	For kitchens only: vol. 2
VA-599-803	U.S.	4/14/93	For women only: vol. 3
VA-599-804	U.S.	4/14/93	In the kitchen: vol. 1
VA-608-559	U.S.	8/26/93	A man's world: vol. 1
VA-608-560	U.S.	8/26/93	Northbrook: vol. 2
VA-608-561	U.S.	8/26/93	Hemisphere: vol. 2
VA-608-562	U.S.	8/26/93	Hudson River Valley
VA-608-563	U.S.	8/26/93	Country inn: wallcoverings & fabrics for your bed & bath
VA-608-564	U.S.	8/26/93	Eastern splendor
VA-608-954	U.S.	5/22/93	Casual living
VA-611-305	U.S.	1/10/95	Making waves
VA-611-306	U.S.	1/10/95	Along the garden path
VA-611-307	U.S.	1/10/95	A world apart
VA-624-284	U.S.	2/7/94	New Country Gear—American country
VA-646-822	U.S.	5/5/95	English tea
VA-647-093	U.S.	6/7/95	Modern classics for men: vol. 1
VA-647-097	U.S.	4/24/95	Distinctly VanLuit
VA-652-799	U.S.	7/26/94	Echo: [vol. 2]

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TRADEMARK  
REEL: 00234 FRAME: 0942  
REEL: 003531 FRAME: 0670

Application or Registration No.	Country	Registration or Filing Date	Title
VA-657-2	U S	8/31/94	Festival: vol. 1
VA-653-503	U S	8/31/94	Burton Hall: vol. 2
VA-661-509	U S	9/6/94	Silken touches: vol. 4
VA-661-510	U S	9/1/94	For Men Only Wildlife: vol. 5
VA-661-511	U S	9/6/94	Bed bath & breakfast: vol. 5
VA-661-512	U S	9/1/94	Painted finishes: vol. 2
VA-661-513	U S	9/6/94	Elegant interiors: vol. 2
VA-665-987	U S	9/6/94	Remington Place: vol. 1
VA-665-989	U S	8/31/94	Imperial plaids with coordinating borders: vol. 1
VA-665-990	U S	9/1/94	Summertime for kitchens and baths: vol. 1
VA-665-991	U S	9/6/94	Vintage elegance
VA-665-992	U S	9/1/94	Straw hat: vol. 1
VA-665-993	U S	9/6/94	For babies only: vol. 1
VA-665-994	U S	9/1/94	Faux your walls: vol. 1
VA-665-995	U S	9/6/94	French country kitchen: vol. 1
VA-665-996	U S	9/6/94	A novel idea: vol. 1
VA-665-997	U S	9/5/94	A look back
VA-665-998	U S	9/1/94	Small prints
VA-665-999	U S	9/6/94	A touch of ivy
VA-666-000	U S	9/6/94	World view
VA-666-001	U S	9/6/94	Personal style
VA-666-002	U S	9/6/94	A place in the sun
VA-666-003	U S	9/1/94	<A> la carte
VA-666-004	U S	9/6/94	Classic interiors: vol. 4
VA-666-005	U S	9/1/94	Stamp out stains

Application or Registration No.	Country	Registration or Filing Date	Title
VA-660-000	U S	7-5-94	First impressions
VA-660-213	U S	10/18/94	Fairy tales: vol. 1
VA-660-217	U S	10/18/94	Black and white: vol. 2
VA-666-218	U S	11/23/94	Daybreak: featuring bed, bath & window fashion accessories: vol. 1
VA-666-219	U S	11/23/94	Living with neutrals casual style
VA-666-220	U S	11/23/94	Northwoods country
VA-666-221	U S	9-6-94	Palermo
VA-666-222	U S	10/18/94	Stamp out stains
VA-666-223	U S	8/18/94	Chamberley prints
VA-666-237	U S	10/18/94	Western hemisphere: vol. 2
VA-667-104	U S	9-6-94	Living with neutrals: classic style: vol. 1
VA-667-105	U S	9/6/94	Traditional elegance: vol. 1
VA-667-106	U S	9/6/94	Prairie morning: for kitchens and baths: vol. 1
VA-686-767	U S	1/10/95	Bainbridge: vol. 2
VA-686-770	U S	1-10/95	Mini mates: vol. 8
VA-689-831	U S	1-27/95	Great outdoors: vol. 1
VA-689-832	U S	1/17/95	Neo classic style: vol. 2
VA-689-837	U S	2/10/95	Stencils at home with nature: vol. 1
VA-689-839	U S	1/10/95	Leading edge, Plexus: 27"/54" vinyl wallcoverings: vol. 2
VA-689-842	U S	1/30/95	For teens only: vol. 1
VA-691-402	U S	2/16/95	For kitchens only: vol. 3
VA-695-798	U S	2/24/95	Every blooming thing
VA-703-388	U S	2/27/95	The summer cottage
VA-705-183	U S	3/31/95	Silk & satin vol. 1

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TRADEMARK  
 REEL: 002281 FRAME: 0944  
 REEL: 003531 FRAME: 0672



Application or Registration No.	Country	Registration or Filing Date	Title
VA-706-632	U S	3/24/95	Lynwood Hall
VA-706-634	U S	3/14/95	Elegant interiors: no. 2
VA-706-635	U S	3/14/95	All about kitchens: vol. 1
VA-708-784	U S	4/25/95	Worldly treasures: [vol. 1]
VA-710-505	U S	8/11/95	Interior showcase: vol. 3
VA-710-506	U S	7/26/95	Field & forest: vol. 1
VA-710-507	U S	9/8/95	The craftsman revival collection
VA-710-510	U S	3/4/95	United traditionals
VA-713-946	U S	5/23/95	Explorer: vol. 1
VA-720-592	U S	5/31/95	Nature's elements
VA-720-593	U S	6/22/95	San Souci wallcoverings & borders: vol. 1
VA-721-326	U S	7/3/95	Architectural accents: vol. 3
VA-721-605	U S	6/22/95	Stamp Out Stains in your kitchen and bath
VA-727-231	U S	7/12/95	Fenwick gardens: vol. 1: decorative wallcoverings and fabrics
VA-732-295	U S	8/15/95	Living on the cutting edge
VA-735-169	U S	11/9/95	In the Victorian style: vol. 1
VA-735-175	U S	9/7/95	American shores: vol. 3
VA-735-874	U S	9/19/95	Imperial's Gourmet kitchen: vol. 1
VA-748-012	U.S.	9/1/95	Royal Garden
VA-748-016	U S	11/13/95	Casa Hermosa
VA-748-020	U S.	10/25/95	Something novel. something new
VA-748-021	U S.	10/25/95	Southern hemisphere
VA-756-425	U S	12/19/95	Artifacts: 27"/54" vinyl wallcoverings: vol. 1
VA-757-421	U S.	2/8/96	September garden

Application or Registration No.	Country	Registration or Filing Date	Title
VA-757-422	U S	2/23/96	Country retreat: vol. 1
VA-759-245	U S	4/4/96	Silken touches: vol. 5
VA-763-820	U S	3/13/96	Southern living wallpapers and fabrics
VA-764-595	U S	4/18/96	Classic interiors: vol. 5
VA-764-596	U S	5/22/96	Decorating solutions resource book: vol. 1
VA-764-597	U S	5/31/96	Hint of the Orient: vol. 1
VA-773-429	U S	5/2/96	Kitchen & bath resource book
VA-773-623	U S	6/26/96	For babies only: featuring coordinating crib bedding: vol. 2
VA-773-624	U S	5/8/96	Bayshore: vol. 1
VA-774-715	U S	5/23/97	Eastern hemisphere
VA-775-518	U S	7/2/96	Kids resource book: vol. 1
VA-775-522	U S	6/10/96	Menswear: vol. 2
VA-783-071	U S	8/12/96	Country Market for your kitchen & bath
VA-783-073	U S	8/5/96	A man's world: vol. 2
VA-783-074	U S	8/14/96	Cashmere: vol. 1
VA-797-840	U S	7/4/96	Traditional lifestyles: vol. 1
VA-797-859	U S	10/21/96	Old roses
VA-799-684	U S	11/12/96	Hemisphere resource book: vol. 1
VA-799-686	U S	11/18/96	For men only resource book: vol. 1
VA-801-438	U S	8/29/96	Plexus designer's portfolio: 27"/54" vinyl wallcoverings: vol. 3
VA-807-650	U S	12/18/95	Ascot
VA-811-328	U S	6/16/97	Small prints resource book: vol. 1
VA-811-329	U S	6/16/97	Bed bath and breakfast: vol. 6

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TRADEMARK  
REEL: 002281 FRAME: 0946  
REEL: 003531 FRAME: 0674

Application or Registration No.	Country	Registration or Filing Date	Title
VA-812-536	U S	1/13/97	Camden Lane
VA-815-536	U S	2/6/97	Island retreat
VA-815-537	U S	2/6/97	Traditional resource book
VA-816-998	U S	12/3/96	English oaks: vol. 1
VA-819-417	U S	3/6/97	Color Options: vol. 1
VA-819-418	U S	3/6/97	For Boys Only: vol. 2
VA-825-432	U S	3/25/97	Stripes resource book: vol. 1
VA-825-433	U S	4/1/97	Edge of distinction: laser cut borders with companion textures
VA-827-896	U S	4/22/97	For girls only: vol. 2
VA-834-026	U S	5/19/97	A new leaf
VA-834-027	U S	5/9/97	Faux texture resource book
VA-834-028	U S	5/9/97	Exclusively VanLuit: vol. 1
VA-834-029	U S	5/9/97	Victorian homes: vol. 3
VA-834-030	U S	5/19/97	Nature's gallery
VA-834-031	U S	5/9/97	British colonial style
VA-834-032	U S	5/9/97	Troubadour
VA-834-034	U S	5/9/97	Playmates
VA-834-035	U S	5/9/97	American pastimes
VA-834-037	U S	5/9/97	Sidewalk Cafe
VA-834-410	U S	5/19/97	Cottage lane
VA-834-412	U.S.	5/19/97	French style
VA-834-413	U.S.	5/19/97	All in good thyme
VA-841-246	U.S.	7/2/97	Victorian images
VA-841-247	U.S.	7/8/97	Annhurst: vol. 1
VA-842-131	U.S.	7/21/97	American country mountain & valley views

Application or Registration No.	Country	Registration or Filing Date	Title
VA-844-553	U S	7 28 97	Tudor garden
VA-847-534	U S	8 27 97	Cottage comfort: vol. 1
VA-847-540	U S	8 27 97	Magnolia plantation: vol. 2
VA-861-291	U S	9 22 97	American heartland
VA-861-336	U S	5 21 97	Masterworks: featuring borders inspired by fine works of art
VA-862-361	U S	10 28 97	Imperial borders
VA-864-036	U S	9 19 97	Daniel Wright home accents, your country home: vol. 1
Vau-138-746	U S	8 17 88	The Red quilt
Vau-294-246	U S	4 15 94	Imperial wallcovering borders
VA-38-866	U S	11/26/79	Fallen leaves: [no.] SC455
VA-38-867	U S	11/26/79	Aspen: [no.] SC496
VA-38-868	U S	11/26/79	Island batik
VA-38-869	U S	11/26/79	Andrew: [no.] SC519
VA-38-870	U S	11/26/79	Little island batik [no.] SC490
VA-38-871	U S	11/26/79	Cavanaugh
VA-38-872	U S	11/26/79	Marseilles: [no.] SC503
VA-38-873	U S	11/26/79	Bryant: [no.] SC417
VA-38-874	U S	11/26/79	Rosemarie: [no.] SC505
VA-38-875	U S	11/26/79	Ventura: [no.] SC464
VA-38-876	U S	11/26/79	In the forest: [no.] SC484
VA-38-877	U S	11/26/79	Seashells: [no.] SC426
VA-38-878	U S	11/26/79	Forsythia: [no.] SC434
VA-38-879	U S	11/26/79	Willow stone
VA-38-880	U S	11/26/79	Indonesian tapestry: [no.] SC479
VA-38-881	U S	11/26/79	Willow I: [no.] SC40

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TRADEMARK  
REEL: 00284 FRAME: 0948  
REEL: 003531 FRAME: 0676

Application or Registration No.	Country	Registration or Filing Date	Title
VA-38-882	U S	11/26/79	Rosemarie quilt: [no.] SC511
VA-38-883	U S	11/26/79	Willow II
VA-38-884	U S	11/26/79	Duncan: [no.] SC472
VA-38-885	U S	11/26/79	Measureful: [no.] SC513
VA-38-886	U S	11/26/79	Bouquet: [no.] SC443
VA-38-887	U S	11/26/79	Water your plants: [no.] SC425
VA-38-888	U S	11/26/79	Diane: [no.] SC468
VA-45-424	U S	3/7/80	Dimity: pattern no. GV330
VA-45-425	U S	3/7/80	Dimity stripe: pattern no. GV335
VA-45-426	U S	3/7/80	Castleton: pattern no. GV370
VA-45-427	U S	3/7/80	Elaine blossom: pattern no. GV315
VA-45-428	U S	3/7/80	Deerfield
VA-45-429	U S	3/7/80	Lydia: pattern no. GV342
VA-45-430	U S	3/7/80	Martha: pattern no. GV362
VA-45-431	U S	3/7/80	Kimberly: pattern no. GV367
VA-45-432	U S	3/7/80	Valerie: pattern no. GV347
VA-45-433	U S	3/7/80	Bartlett square: pattern no. GV358
VA-45-434	U S	3/7/80	Elaine stripe: pattern no. GV305
VA-59-682	U S	9/22/80	Antu: pattern no. WW207
VA-59-683	U S	9/22/80	Selang: pattern no. WW213
VA-59-684	U S	9/22/80	Sugi: pattern no. WW219
VA-59-685	U S	9/22/80	Seba: pattern no. WW225
VA-59-686	U S	9/22/80	Sarita: pattern no. WW231
VA-59-687	U S	9/22/80	Maratua: pattern no. WW238
VA-59-688	U S	9/22/80	Kwami: pattern no. WW242

Application or Registration No.	Country	Registration or Filing Date	Title
VA-59-689	U S	22 80	Kumasi: pattern no. WW 246
VA-59-690	U S	9/22/80	Somali: pattern no. WW 250
VA-59-691	U S	9/22/80	Benakat: pattern no. WW 258
VA-59-692	U S	9/22/80	Balinesian garden: pattern no. WW 261
VA-59-693	U S	9/22/80	Balinesian wave: pattern no. WW 265
VA-59-694	U S	9/22/80	Mandalay: pattern no. WW 269
VA-59-695	U S	9/22/80	Marrakech: pattern no. WW 272
VA-59-696	U S	9/22/80	Kismet: pattern no. WW 275
VA-59-697	U S	9/22/80	Andia: pattern no. WW 201
VA-59-698	U S	9/22/80	Sumatra: pattern no. WW 277
VA-59-699	U S	9/22/80	Bengal: pattern no. WW 282
VA-59-700	U S	9/22/80	Banda: pattern no. WW 286
VA-59-701	U S	9/22/80	Pantar: pattern no. WW 301
VA-59-702	U S	9/22/80	Dana: pattern no. WW 296
VA-59-703	U S	9/22/80	Bima: pattern no. WW 290
VA-82-801	U S	9/22/81	Lynnfield: pattern no. GV 418
VA-82-802	U S	7/22/81	Amity: pattern no. GV 454
VA-82-803	U S	9/22/81	Tuttle: pattern no. GV 425
VA-82-804	U S	9/22/81	Dorset: pattern no. GV 461
VA-82-805	U S	9/22/81	Apple tree: pattern no. GV 450
VA-82-806	U S	9/22/81	Polly: pattern no. GV 408
VA-82-807	U S	9/22/81	Homestead: pattern no. GV 428
VA-82-808	U S	9/22/81	Debbie: pattern no. GV 457
VA-82-809	U S	9/22/81	Becky: pattern no. GV 443
VA-82-810	U S	9/22/81	Penny: pattern no. GV 415

Application or Registration No.	Country	Registration or Filing Date	Title
VA-82-811	U S	9 22 81	Coverlet: pattern no. GV467
VA-82-812	U S	9 22 81	Longwood: pattern no. GV482
VA-82-813	U S	9 22 81	Whitney: pattern no. GV407
VA-82-814	U S	9 22 81	Concord: pattern no. GV478
VA-82-815	U S	9 22 81	Hargate: pattern no. GV486
VA-82-816	U S	9 22 81	Elaine border: pattern no. 495
VA-82-817	U S	9/22/81	Newport: [no.] GV431
VA-82-818	U S	9 22 81	Folio: [no.] GV 445
VA-124-473	U S	10/7 82	Corcoran
VA-124-474	U S	10/7 82	Addie
VA-124-475	U S	10/7 82	Lara
VA-124-476	U S	10/7/82	Linda
VA-124-477	U S	10/7/82	Dylan
VA-124-478	U.S.	10/7/82	Michael
VA-124-479	U S	10/7/82	Casey
VA-124-480	U S	4/6/83	Marty
VA-124-481	U S	10/7/82	Jessica
VA-124-482	U.S.	10/7/82	Baxter
VA-124-483	U.S.	10/7/82	Mia
VA-124-484	U.S.	10/7/82	Ryan
VA-124-485	U.S.	10/7/82	Shelly
VA-125-012	U S.	4/21/83	[Carly: no.] GV506
VA-125-013	U.S.	4/21/83	[Suzanne: no.] GV573
VA-125-014	U.S.	4/21/83	[Kavita: no.] GV532
VA-125-015	U S.	4/21/83	[Shannon: no.] GV511
VA-125-016	U.S.	4/21/83	[Reid: no.] GV531
VA-125-017	U.S.	4/21/83	[Amanda: no.] GV578

Application or Registration No.	Country	Registration or Filing Date	Title
VA-125-018	U S	4 21 83	[Amber: no.] GV501
VA-125-019	U S	4 21 83	[Fairlee: no.] GV515
VA-125-020	U S	4 21 83	[Beverly: no.] GV553
VA-125-021	U S	4 21 83	[Gretchen: no.] GV549
VA-125-022	U S	4 21 83	[Weston: no.] GV566
VA-137-622	U S	10/18/83	Arcadia border: [no.] F155
VA-137-624	U S	10/18/83	Agra: [no.] F101
VA-137-625	U S	10/18/83	Arcadia: [no.] F151
VA-137-626	U S	10/18/83	Aladdin: [no.] F114
VA-137-627	U S	10/18/83	Fontaine: [no.] F149
VA-137-628	U S	10/18/83	Cameron: [no.] F145
VA-137-629	U S	10/18/83	Stardust: [no.] F131
VA-137-632	U S	10/18/83	Moresque: [no.] F141
VA-137-633	U S	10/18/83	Horizon: [no.] F123
VA-137-634	U S	10/18/83	Nomad: [no.] F109
<b>Properties Relating to Borden</b>			
VA10,147	U S		Apple Blossom
VA549,350	U S		Ashley the Unicorn
422,598	Canada		Ashley the Unicorn
VA10,160	U S		Austrian Rose
VA36,531	U S		Balmoral
VA10,161	U S		Batik
VA10,153	U S		Bean Stalk
VA10,148	U S		Branches
VA36,528	U S		Brittany

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TRADEMARK  
 REEL: 003531 FRAME: 0952  
 REEL: 003531 FRAME: 0680



Application or Registration No.	Country	Registration or Filing Date	Title
VA10.154	U S		Buds
VA32.264	U S		Buena Vista
VA32.260	U S		Cascade
VA32.268	U S		Ceylon
VA32.271	U S		Chateau
VA10.152	U S		Chintz
VA10.158	U S		Coral Reef
VA10.149	U S		Daisy Fern
VA32.263	U S		Elephant Walk
VA10.144	U S		English Garden
VA10.155	U S		Feather Diamond
VA10.157	U S		Geometric Circle
VA10.150	U S		Herb Garden
VA10.143	U S		Herringbone Stripe
VA10.146	U S		Herringbone Swirl
VA32.265	U S		High Sierra
VA32.267	U S		Intermezzo
VA10.162	U S		Italian Paper
VA32.259	U S		Jade Palace
VA32.257	U S		Key Largo
VA10.145	U S		Lily of the Valley
VA32.261	U S		Mandarin Coins
VA32.262	U S		Moonstone
VA10.151	U S		Oriental Floral
VA32.272	U S		Pleasures and Palaces
VA32.256	U S		Provencal
VA10.164	U S		Python

Application or Registration No.	Country	Registration or Filing Date	Title
VA10.155	U S		Rain
GP118.294	U S		Sand Stripe Design
VA36.529	U S		Shangtung
VA32.255	U S		Siam
VA32.266	U S		Song at Twilight
VA32.258	U S		Street of Dreams
VA32.254	U S		The Magic Flute
VA10.160	U S		Tiny Tulips
VA10.163	U S		Tulips
VA96.076	U S		Water Music
VA32.269	U S		Whipole Street
VA36.530	U S		Winter Fair
VA10.165	U S		Woven Stripe
VA10.159	U S		Woven Texture
GP113.552	U S		Abigail
VA202.115	U S		April
GP98286	U S		Argyle
GP97353	U S		A Stitch in Time
VA154.799	U S		Athena
VA148.453	U S		Auberge
VA143.831	U S		Auberge
VA143.818	U S		Auberge
VA69.873	U S		Aurora
GP113550	U S		Autumn Leaves
VA202.117	U S		Aviary
VA31.834	U S		Banbury
VA41.500	U S		Barberini

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TRADEMARK  
REEL: 00281 DENMARK 0954  
REEL: 003531 FRAME: 0682

Application or Registration No.	Country	Registration or Filing Date	Title
VA159,845	U S		Bartok
VA202,125	U S		Baskerville Stripe
VA96,069	U S		Beacon Hill
GP113,545	U S		Betsy Ross' Thursday Night Sewing Class
VA96,079	U S		Biscayne
GP113,556	U S		Bistro
VA69,864	U S		Bjorn
GP113,551	U S		Bon Appetit
VA41,501	U S		Bonnie Patches
GP113,557	U S		Borealis
GP97365	U S		Born Free
VA31,838	U S		Briarwood
VA69,865	U S		Broadway
VA96,075	U S		Brookstone
GP115,419	U S		Camino Real
VA154,788	U S		Carre
VA148,816	U S		Chateau Neuf
VA143,827	U S		Chateau Neuf
GP114,145	U S		Cheyenne
VA202,114	U S		Chic
GP97,362	U S		Cleo
VA143,825	U S		Cordeliers
GP113,553	U S		Corsage
VA148,456	U S		Cote D'Azur
VA143,820	U S		Cote D'Azur
VA143,832	U S		Cote D'Azur

Application or Registration No.	Country	Registration or Filing Date	Title
GP97.557	U S		Country Plaid
VA46.571	U S		Courtney
VA31.829	U S		Cracklin' Rosie
VA203.214	U S		Croydon
VA154.795	U S		Dardanella
VA69.860	U S		Dasher
A752.59	U S		Decoration Designed For Living
VA41.487	U S		Del Mar
VA154.792	U S		Diana
GP97.357	U S		Dollars Galore
GP98.288	U S		Dolores
VA109.847	U S		Domingo
VA31.830	U S		Double Check
VA143.822	U S		Du Besset
VA148.455	U S		Du Besset
VA148.454	U S		D'Artagne
VA143.817	U S		D'Artagne
VA143.830	U S		D'Artagne
VA31.831	U S		El Deco
VA148.467	U S		Elsinore
GP97.609	U.S.		Espalier
VA96.068	U.S.		Esteban
VA202.121	U.S.		Fanfare
VA154.787	U S		Fantasia
VA202.071	U S		Felicia
GP98.285	U.S.		Flabella
VA31.832	U S		Flora Dora

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TRADEMARK  
 REEL: 00280 DE MARK 0956  
 REEL: 003531 FRAME: 0684

Application or Registration No.	Country	Registration or Filing Date	Title
VA31,337	U S		Foxy Check
VA69,864	U S		Free Flight
VA69,858	U S		Free Flight
GP113,554	U S		FronD
GP97,351	U S		Gardenia Jungle
VA143,821	U S		Gasconne
VA154,789	U S		Geisha
VA69,861	U S		Goochy
VA69,870	U S		Goochy
GP97,352	U S		Good Earth
GP113,546	U S		Granny's Hot Plate
VA202,072	U S		Grosvenor Square
VA90,073	U S		Hamasan
VA148,464	U S		Hana
VA203,939	U S		Hartford
VA202,075	U S		Hastings
VA202,118	U S		Heathcliff Check
GP97,356	U.S.		Hiawatha
VA154,790	U S		Highland
VA96,070	U S		Hobbit
GP97,355	U.S.		Honeycomb
GP114,147	U.S.		Hydra
GP113,555	U.S.		Inca
VA154,793	U.S.		Jacil
GP113,558	U.S.		Jana
VA203,215	U S		Jay
VA41,491	U S		Jeu De Pomme

Application or Registration No.	Country	Registration or Filing Date	Title
GP97,363	U S		Kalinda Stripe
GP97,364	U S		Kalindi
VA154,797	U S		Kashmir
VA148,460	U S		Kate
GP113,543	U S		Keukenhoff
GP97,354	U S		Khaki
VA154,796	U S		Khayyam
VA143,826	U S		Kilal
VA41,495	U S		Kona Coast
VA41,485	U S		Kyoto Gardens
VA41,499	U S		Kyoto
GP97,349	U S		La Vinia
VA148,465	U S		La Luna
VA 143,824	U S		La Reine
VA109,846	U S		La Vie
VA41,498	U S		Lil Jenny
GP98,287	U S		Los Tilos
VA69,866	U S		Mariko
VA202,120	U S		Mariposa
VA41,488	U S		Market Street
GP97348	U S		Medieval
VA203,213	U S		Mimi
VA41,486	U S		Miniver Stripe
GP115,420	U S		Mocambo
VA154,786	U S		Moon River
GP114,146	U S		Moonglow
VA69,859	U S		Mork

Application or Registration No.	Country	Registration or Filing Date	Title
GP97.359	U S		Mother's Pansy
VA41.497	U S		Ms. Miniver
GP97.360	U S		MT Camella
GP115.421	U S		Mums
VA154.794	U S		Natalia
VA202.116	U S		Newcastle
GP97366	U S		Niagara
VA154.798	U S		Nicole
VA148.466	U S		Oui
VA202.124	U S		Oxford
VA148.468	U S		Paco
VA148.463	U S		Palm Drive
VA69.862	U S		Parade
VA96.074	U S		Parkay
GP97.350	U S		Phoenix
VA41.492	U S		Pompadour
GP115.422	U S.		Pompeii
VA148.461	U S.		Potpourri
VA202.126	U.S.		Rexford
VA143.823	U.S.		Rimaud
VA143.828	U.S.		Rimaud
VA148.452	U.S.		Rimaud
VA69.867	U S		Rio Grande
VA31.836	U S.		River Nile
VA41.490	U S		Rosannadanna
VA148.462	U.S.		Sachet
VA69.872	U S		Sanctuary

Application or Registration No.	Country	Registration or Filing Date	Title
VA31.835	U S		Satin Buttons
GP97.367	U S		Sebastian's Garden
GP113.544	U S		Silken Rose
GP97.358	U S		Spanish Grill
VA96.072	U S		St. Tropez
VA148.457	U S		St. Remy
VA143.829	U S		St. Remy
VA143.819	U S		St. Remy
VA202.119	U S		Styx
GP97.361	U S		Sumatra
GP97.606	U S		Sundance
VA203.940	U S		Sutton Place
GP113.547	U S		Sweet Leilani
GP113.548	U S		Tanglewood
VA202.070	U S		Tara
VA202.074	U S		Tartan Stripe
GP97.608	U S		Tiffany
VA154.791	U S		Tiffany
VA96.078	U S		Topeka
VA202.073	U S		Toto
VA41.494	U S		Tuilleries
VA69.863	U S		Usui
VA148.459	U S		Valentina
VA96.077	U S		Vasari
VA41.489	U S		Via Veneto
GP113.549	U S		Walden Frond
VA96.076	U S		Waverly

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TRADEMARK  
REEL: 00288 DENMARK 0960  
REEL: 003531 FRAME: 0688



Application or Registration No.	Country	Registration or Filing Date	Title
VA41,498	U S		Wee Bonnie Stripe
VA31,838	U S		Wheatfield
VA148,458	U S		Windswept
VA69,871	U S		Windy
VA202,113	U S		Yorkshire
VA69,868	U S		Yorktown
VA41,496	U S		Zenobia

Licenses to Grantor

Licensor	Property or Collection
Advance Seed Co - Ferry Morse Seed Packets	Art Accents
Am Museum of Nat. His.	American Museum of Natural History
Amcal Licensing - Charles Wysocki	Charles Wysocki
Amcal Licensing - Sue Ellen Ross	Country Resource
Anderson Designs	Sun Spirit
Applejack Licensing - Bill Bell	Like Old Times
Applejack Licensing - Rock Newcomb	Like Old Times
Applejack Licensing - Susan Brabeau	Like Old Times
Art Licensing - Dianne Querry	For Girls Only 2
Art Licensing - Mary Kay Krell	Victorian
Art Licensing - Richard Dewitt	For Men Only
Art Licensing - Sandy Lebron	For Girls Only 2
Athenaeum of Philly	Athenaeum of Philadelphia 2
Athi-Mara	Trade Routes
Barbara Felisky	Kitchen & Bath Resource
Barth & Dreyfuss	
Bollen Sadler	For Boys Only
Borders Unlimited	Kids Resource Book
Boussac of France	Boussac of France
Bruce B. Kenseth - John Grossman	Victorian
Cecil Saydah	
Charlene Gerrish	For Boys Only #2

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Licensors	Property or Collection
Clarence House	Clarence House
Collegiate Licensing Co. - Mich. & NC	Kids Resource Book
Collier Campbell	Provence Border
Collier Campbell	Collier Campbell
Cooper Hewitt	Cooper Hewitt
Courtney Davis - Adrienne Samuelson	The Children's Hour
Courtney Davis - Carol Endres	Spirit of Folk
Courtney Davis - Carol Endres	Am Primitives
Courtney Davis - Carol Endres	Bee Home
Courtney Davis - Susan Winget	Country Pleasures 2
Courtney Davis - Susan Winget	Victorian
Courtney Davis - Susan Winget	Seasons of the Heart 2
Courtney Davis - Susan Winget	Country Kids
Courtney Davis - Warren Kimble	Warren Kimble American Folk Art
Courtney Davis - Warren Kimble	Warren Kimble A Folk Art Collect.
Creatif Licensing - Roger La Borde	Roger La Borde
Curtis Publishing - Norman Rockwell	
David Carter Brown	Week End Retreat
David Carter Brown	Little Country Collection
David Carter Brown	Main Street USA
DLM Studios	Simply Elegant
Don Dubowski	Cats Only
Dufour Ltd.	Bristol Hall 3
Echo Design Group	Southern Living
Gear	Gear: Mountain Views
Gear	Gear: Am. Ctry 2
Gear	Gear: Am. Ctry at Home #2

Licensors	Property or Collection
Gear	Gear Am City Collectibles
Gear	Gear Toy Chest
Gear	Gear City
Gear	Elegant Country
Goldeneye Home Furnishings - Ducks Unlimited	
Hallmark - Marjolein Bastin	Marjolein Bastin
Harry Abrams, Inc	Studio Provence
Hermine Mariaux - Court of Versailles	Court of Versailles
Historic Charleston Foundation	Historic Charleston
Holly Holderman	Lakehouse
Hope Street Additions	Like Old Times
Interart - Pamela Silin Palmer	Pamela Silin Palmer
J.G Hook	J.G. Hook Traditional Home
Janice Lachman	
Katherine Asahino	
Kathleen Denis Watercolors	Kathleen Denis
Kimiko Ikeda	Kimiko Kids
Kimiko Ikeda	Isle of Capri Vol. 2
Kimiko Ikeda	Painted Nature
Laura Ashley	
Laurette Design	Light Transitional
Lenox	
Lisa Audit	Country Dreamland
Lisa Audit	Daniel Wright
Lockhart Licensing - Kim Jacobs	Country Resource
Lydia Richter	
M & FM	Looney Tunes

Licensor	Property or Collection
Mary Emmerling	Mary Emmerling
Michael Woodward - Colin Allbrook	For Boys Only 2
Mill Pond Press - Carl Brenders	
Muscular Dystrophy	Boys & Girls #2
Museum of Am Folk	Museum of American Folk Art
Nautica	Nautica
New Market	
P Kaufmann	
Paula Zanger	Paula Zanger
Perfect Fit	
Peter D'Ascoli	
Photodisk	
PM Designs	
Portmeirion	Portmeirion
Protean Design Group	
Randall Productions	
Randall Productions	For Boys Only 2
Sagebrush - Jan Henderson	For Girls Only
Sherwin Williams	Dutchboy Paints
Stanley King	Dec. Solutions
Stanley King	
Stanley King	
Textile Industry	
Times Mirror - Field & Stream	
Tracy Porter	Tracy Porter
Trendline	
University of Notre Dame	Kids Resource Book

Licensors	Property or Collection
Warner Bros	Looney Tunes All Territories
Wendy Tosoff	Teddy Bears Only #3
Wesley Mancini	Tobacco Leaf
Winterthur	Winterthur An American City Estate
Wood River Gallery	A Novel Idea 2
Workman Publishing	A Novel Idea 2
<b>Properties Relating to Borden</b>	
Ashley Collection	Animal Farm
Children's Television Network (CMT)	Sesame Street Trademarks/Logos (Excluding of Kermit the Frog)
Clothworks	Various Designs in Just for Kids
The American Design Company	Julie's Journey
Barry Conduit	The Nature Series
Covington	56 Fabrics
Daisy Kingdom, Inc. (Springs Industries)	Daisy Kingdom (793)
Dawson Home Fashions (Spring Bath)	Various Designs
Disney	101 Dalmatians
Disney	Aladdin
Children's Television Network	Sesame Street Trademarks/Logos (Excluding of Kermit the Frog)
Michael Mercurio	Birge Traditionals
Borden Decorative Products, Inc.	Repositionable Wall Coverings, Coated Polyvinyl Chloride Compositions, Banner Fabric
Ingleman Designs, Inc.	Palamino
Ingleman Designs, Inc.	Window Box
Ingleman Designs, Inc.	American Gourmet

Licensors	Property or Collection
PM Design	Folk Art (Sampler)
PM Design	Woodland Notes (Cottage)
Harry & Company Ltd.	Di Lewis for Kids
International China Company, Inc	Marmalade, Welcome Home, Sugar Plum, Windy
Louis Nichole, Inc.	Homestead-Pompadour, Palatin Lullaby & Goodnight-Mon Cherie, No Place Like Home <b>Exclusions:</b> Paper Roses II-C&A Wall Covering, Palatine-Riverside Silk Screen Printers, Prima Donna-York Wall Coverings, Kmart Program-LNI Exclusive
Mattel, Inc.	Barbie
NHL Enterprises Canada, L.P.	Marks of NHL and Member Clubs
Red Calliope	1993 Neptune's Babies, Ken & Candy Wong, 1993 Toddle Time, Jinny Fraser, The Fraser Collection, 1993 Patchwork Hearts, Charlene Gerrish & Dino Park
Studio K Creative Ltd.	Strawberry Jam III, Mrs. Mitchels IV, Granny Taught Us How V, Sunflowers II, Brampton House, Appleton Lane, Garden Gate/Picket Fence, Pine Valley Prints
Studio K Creative Ltd.	Strawberry Jam IV
Trackworks, Inc.	Various Designs
Imperial Wall Coverings, Inc.	Teflon Wall Coverings
Triboro Quilt Manufacturing Corp.	Cuddle Bunnies
Gloria Vanderbilt Home Furnishings Inc.	Emerald Garden, Gloria's Impressions, Christine, Cecily, Allison, Chloe
Springs Industries, Inc./ Wamsutta Pacific Division	Orchids, Second Empire
Women & Infants Development Foundation	Designs by Deb Mores

Licensors	Property or Collection
Linda Jeanie Beard	Animal Crackers for Krazy Kids. Men Only. Wall Coverings & Borders
Borden Decorative Products, Inc	Repositionable Wall Coverings. Coated Polyvinyl Chloride Compositions. Banner Fabrics
The Design Company	The Tweet Dreams Self-Adhesive Border
Design Rights Intl.	Company Companions (Next Generation) Wallpaper, Borders
Globewise Limited/John Wilman Ltd.	Jackobean Trail
Granville Sharpe Ltd.	Design Colourways (original goods)
Seabrook Wall Coverings	Flat Vinyl Line
Sixten & Casey Ltd	Aspul Fabric Design "Cleo" and "Navarine"
Tan-Tex Home Furnishing	Fabrics
Two-Can Design Ltd.	Farmyard Characters in Kids Kapers Range
WWF UK Limited	Panda Symbol, WWF, "World Wide Fund for Nature," word "Panda"
Ontario Paint and Wallpaper, Canada	Concord
Rosedale Wall Coverings, Inc.	Kitchen and Garden
Rosedale Wall Coverings, Inc.	Cachet
Edward Anthony Design	The Coral Collection
Edward Anthony Design	The Rolatile Collection
Edward Anthony Design	Hannah's Meadow- Wall Coverings & Textiles
Edward Anthony Design	Villandry-Wallpaper & Borders
Bruce Robinson MSIA	Blown Screen Printed Wall Coverings & Borders
Jacques Saudemont, France	Numerous
Peter Shaw of Unit 5	Trentham, Hawkshead, Grasmere, Cairo, Melissa, Giverny, Medina
Kravet Fabrics, Inc. - NY	Paradise Fabrics



Licensors	Property or Collection
Price & Pierce Japan-KK	Little Girl
Osaka Crown	Crown Trademark
Alexander Julian, Inc	Alexander Julian Home Colours Book
Balliol Corporation	Sweet Dreams
Cara Licensing & Design	Second Generation O Hares
The William Carter Co	Carter's
Disney	Cinderella
Disney	Classic Pooh
Disney	Mickey's Stuff for Kids/Mickey & Co
Disney	Disney Babies/Mickey's Stuff For Kids/ Mickey & Co./Baby Mickey & Co.
Disney	Disney Pooh
Disney	Hercules
Disney	Hunchback of Notre Dame
Disney	The Lion King
Disney	The Little Mermaid
Disney	Pocahontas
Disney	Standard Characters
Hallmark Cards, Inc.	Hallmark General Designs
Ingleman Designs	Fruitful Times
Lyons Partnership, L.P.	Barney, Baby Bop, Barney & Friends, Musical Barney (one time sell to Mexico)
Mattel, Inc.	Barbie
Mount Vernon Mills (formerly Morgan/Bush Creek)	Teddy Beddy Bear
Precious Moments, Inc.	Precious Moments Designs
QVS Marketing & Sales	Greg Harrison Goal Tender Mask Designs
Nancy Rollins	The Cottage Collection

Licensor	Property or Collection
Royal Doulton (UK) Limited	Bunnykins
Springs Industries	Charlotte, Fairfield, San Diego, Essex, Cheyenne, Emerald Isle
Westpoint Stevens (J P Stevens and Westpoint Pepperell)	Iverton, Classic Rose, Composition, Perspectives, Woodmere

SCHEDULE I

1. Credit Agreement dated as of March 30, 2001 by and among Imperial Home Decor Group, Inc., Imperial Home Decor Group Management, Inc. and Vernon Plastics, Inc., The Chase Manhattan Bank, as agent, and the lenders from time to time party thereto (or bound thereby), as such agreement may be amended, restated, supplemented or otherwise modified from time to time (the "New Credit Agreement").
2. Security Agreement, dated as of March 30, 2001, among Imperial Home Decor Group, Inc., Imperial Home Decor Group Management, Inc., Vernon Plastics, Inc. and The Chase Manhattan Bank, in its capacity as agent for itself and the lenders from time to time party to (or bound by) the New Credit Agreement, as such agreement may be amended, restated, supplemented or otherwise modified from time to time.
3. Patent Security Agreement made and entered into as of March 30, 2001 by Imperial Home Decor Group Management, Inc. and Vernon Plastics, Inc. in favor of The Chase Manhattan Bank, in its capacity as agent for itself and the lenders from time to time party to (or bound by) the New Credit Agreement, as such agreement may be amended, restated, supplemented or otherwise modified from time to time.
4. Trademark Security Agreement made and entered into as of March 30, 2001 by Imperial Home Decor Group Management, Inc. in favor of The Chase Manhattan Bank, in its capacity as agent for itself and the lenders from time to time party to (or bound by) the New Credit Agreement, as such agreement may be amended, restated, supplemented or otherwise modified from time to time.
5. Copyright Security Agreement made and entered into as of March 30, 2001 by Imperial Home Decor Group Management, Inc in favor of The Chase Manhattan Bank, in its capacity as agent for itself and the lenders from time to time party to (or bound by) the New Credit Agreement, as such agreement may be amended, restated, supplemented or otherwise modified from time to time.

SCHEDULE A

<u>PATENT</u>	<u>ISSUE DATE</u>	<u>PATENT NUMBER</u>
Wallpaper Display Unit	01/02/96	D365,707
Wallpaper Display Unit	01/02/96	D365,706
Package for Wallpaper	01/26/93	D332,744
Copier Resistant Coating for Polyvinyl Chloride	04/18/89	4,822,691
Repositionable Wall Covering	01/30/96	5,487,929
Wall Covering Display Book	01/25/94	D343,639
Method for Making Repositionable Wall Covering and Intermediate for Same	10/14/97	5,676,787
Damage Resistant Wallpaper packaging	10/14/97	5,676,249
Display Binder	11/16/93	D341,374
Package for Wallpaper	01/26/93	D332,744
Package for Wallpaper Border	06/30/92	D327,427
Wall Covering	06/17/97	5,639,539
Wall Covering with Fluorocatin Stain Resistant Top Coating	02/14/89	4,804,572

SCHEDULE B

<u>TRADEMARK</u>	<u>DATE OF REGISTRATION OR APPLICATION</u>	<u>REGISTRATION NUMBER</u>
"B" & DESIGN	09/04/62	737,159
1834B	09/04/62	737,159
1 <sup>ST</sup> CHOICE	06/29/76	1,042,379
ACCENT ON TEXTURES	04/28/98	2,153,668
ADVANTAGE SUNWALL	07/06/93	1,780,240
ADVANTAGE SUNWALL GOLD	02/17/94	74-491,151
ALBERT VAN LUIT & CO.	05/17/83	1,238,425
ALBERT VAN LUIT & CO.	12/11/84	1,309,172
APPLETON LANE	09/26/96	75-164,793
APPLIQUE BY IMPERIAL	08/29/95	1,915,144
ART ACCENTS	04/04/97	2,149,350
ASPEN	03/11/97	2,042,715
BABY'S FIRST YEAR	07/21/94	74-552,153
BIRGE & DESIGN	07/02/85	1,346,061
BIRGE VICTORIAN SMALL PARTS	10/27/92	1,727,807
BORDERLINES	12/08/92	1,739,110
BRAMPTON HOUSE	06/04/91	1,646,917
BROADCAST	05/29/90	1,598,589
BROADCAST	06/24/97	2,074,081
BUCKS FIZZ	05/04/93	1,768,748
CAREFREE WALLCOVERINGS C	06/06/78	1,092,878
CHATSWORTH PARK	06/26/95	74-693,158
CHEROKEE ROSE	12/15/92	1,739,982
CHESTNUT HILL	07/25/96	75-139,931
CHROMATINTS	01/14/92	1,671,864
CIMARRON SUNSET	09/15/92	1,715,993

TRADEMARK

REEL: 0028 DENMARK 0973

REEL: 003531 FRAME: 0701

<u>TRADEMARK</u>	DATE OF REGISTRATION OR <u>APPLICATION</u>	REGISTRATION <u>NUMBER</u>
CLASSIC HARMONY	01/23/96	1,951,874
CLASSIC INTERIORS	03/13/90	1,586,718
CLASSIC VALUES	11/12/96	2,016,359
CLUB PRINTS	08/13/91	1,653,775
COLLECTIONS... ROOMS WITH A VIEW	Unavailable	74-537,303
COLONY CLUB	06/25/91	1,648,908
COLOR OPTIONS	04/16/96	75-092,656
COLOR-LOCKED	03/03/59	675,099
COMPANIONS	12/13/96	75-212,193
COOKIE JAR	11/18/86	1,417,548
COUNTRY AT HEART	11/19/96	2,017,685
COUNTRY CORNERS	Unavailable	1,651,568
COUNTRY HARVEST	12/13/96	75-212,199
COVER UPS	10/08/85	1,364,554
DANIEL WRIGHT	08/03/99	2,266,243
DECORATING SOLUTIONS	07/02/96	1,984,149
DESIGN ONLY	07/30/85	1,351,620
DESIGN ONLY	11/01/83	1,256,165
DO IT YOURSELF QUALITY HOUSE WALLCOVERINGS	06/25/85	1,344,746
EASISTIK	04/06/95	74-656,927
EASISTIK	02/02/99	75-632,369
EASY GOING	12/22/91	1,661,693
ELEGANT INSPIRATIONS	07/06/99	2,259,730
ELEGANT LIVING	04/16/96	1,968,795
EVOLUTIONS	08/22/00	2,379,842
E-Z VINYL	01/02/79	1,110,590
E-Z-DU	07/02/57	647,851
FAIRVIEW FLORALS AND FABRICS	10/08/96	75-178,507
FASHION POINT	09/08/92	1,713,550

<u>TRADEMARK</u>	<u>DATE OF REGISTRATION OR APPLICATION</u>	<u>REGISTRATION NUMBER</u>
FOR BABIES ONLY	06/18/96	1,981,154
FOR BOYS ONLY	06/18/96	1,981,157
FOR GIRLS ONLY	06/18/96	1,981,156
FOR KITCHENS ONLY	06/18/96	1,981,155
FOR WOMEN ONLY	10/06/92	1,722,135
FOREMOST	02/15/83	1,227,639
FOXCROFT	10/01/96	2,004,886
FUN STUFF	05/03/83	1,236,264
GARDEN PAVILION	07/21/94	74-553,680
GARDEN RECEPTION	06/29/94	74-543,668
GENTLEMEN'S CLASSIC	07/21/98	2,175,417
GLENDURA	02/03/59	673,532
GLENSTYLE	10/08/57	652,763
GOLD MEDAL	10/22/85	1,367,182
GRANDE HORIZONS	03/16/95	74-647,649
GRANDE INTERNATIONAL	12/09/93	74-467,997
GRANDE LIVING	10/05/93	1,797,124
GRANDE MANOR	12/09/93	74-467,996
GRANDE VICTORIA	04/05/94	1,829,835
HISTORIC AMERICA	05/19/92	1,687,829
HOLIDAY BORDERS	05/22/95	74-678,442
HOME HARMONIES	12/04/95	75-034,301
HOME STUDIO	10/02/99	75-813,955
HOMELOVER	05/02/78	1,090,393
HUNTING VALLEY PRINTS	05/31/88	1,490,323
I LOVE MY ROOM	06/18/91	1,648,234
IFI (STYLIZED)	10/13/98	75-568,509
IHDG	02/10/98	75-433,692
IHDG IMPERIAL HOME DECOR GROUP	02/10/98	75-431,953

<u>TRADEMARK</u>	<u>DATE OF REGISTRATION OR APPLICATION</u>	<u>REGISTRATION NUMBER</u>
IMPACT!	03/25/97	2,047,096
IMPERIAL	05/17/60	697,832
IMPERIAL COLOR SYSTEM	12/03/97	75-399,545
IMPERIAL CONTRACT WALLCOVERINGS	06/11/98	75-500,213
IMPERIAL FINE INTERIORS	10/12/98	75-569,559
IMPERIAL FINE INTERIORS WALLPAPER	06/18/98	75-505,827
IMPERIAL GALLERY	12/03/97	75-399,544
IMPERIAL GUARANTEED WALLCOVERINGS	01/26/71	906,747
IMPERIAL LIFESTYLES	04/11/95	1,888,522
INVITING ROOMS	10/06/81	1,172,411
ISLANDS IN THE SUN	01/30/95	74-626,875
JEAN MCLAIN	06/03/58	662,594
JIFFY & DESIGN	09/30/58	667,751
K & W	06/18/85	1,342,621
KATZENBACH & WARREN	11/05/85	1,368,963
KIDS LUV BORDERS	09/03/91	1,655,619
KINNEY WALLCOVERINGS	07/05/83	1,244,652
LIMITED EDITION: FOR MEN ONLY	09/25/84	1,297,813
LOUIS W. BOWEN	06/03/86	1,395,775
LWB	05/27/86	1,394,917
MAGNOLIA HILL	07/15/97	75-325,012
MAGNOLIA LANE	02/18/97	2,039,469
MANCHESTER	07/16/57	648,613
MARY STANTON	11/24/98	75-595,169
MEADOW LANE	03/10/98	2,143,199
MILBROOK	07/12/83	1,245,444
MINI-MATES	03/27/79	1,115,696
MITCHELL DESIGN LOGO	11/01/83	1,256,165
MITCHELL DESIGNS	07/05/83	1,244,533



<u>TRADEMARK</u>	DATE OF REGISTRATION OR <u>APPLICATION</u>	REGISTRATION NUMBER
MITCHELL DESIGNS	07/01/75	1,014,920
MITCHELL DESIGNS & LOGO	01/22/85	1,315,848
MONTANA	03/05/96	1,961,171
MRS. MITCHELL'S	09/23/98	75-557,468
MRS. MITCHELL'S COUNTRY KITCHEN	05/19/92	1,687,948
MULBERRY PRINTS	02/18/92	1,675,956
NATURAL HABITAT	12/08/92	1,739,109
NATURALLY YOURS	11/29/77	1,078,484
OFFICE MATES	02/22/95	74-637,230
OPEN HOUSE	05/31/88	1,490,328
ORIENTAL IMPRESSIONS	02/28/89	1,526,867
OUTLINES	12/22/98	2,213,366
PAINTABLE IMPRESSIONS	06/25/96	1,982,437
PARK LANE	05/08/95	74-671,358
PINE VALLEY PRINTS	05/12/92	1,686,537
PLEXUS	12/08/92	1,738,391
QUICK	08/13/83	754,640
QUINCY PLACE	06/03/97	2,067,704
REALIFE	09/14/99	2,277,362
RECIPES	09/25/95	74-733,928
ROOM PLANNER	05/12/92	1,686,358
S	09/29/87	1,459,363
SANTA FE	07/30/91	1,652,482
SAPPHIRE SECRETS	06/03/97	2,067,420
SAPPHIRE STUDIO	01/18/94	1,817,473
SATIN ROMANCE	04/26/94	1,832,807
SEASIDE	05/07/96	1,973,412
SERENITY	07/17/94	1,846,211
SHAND KYDD	09/15/70	898,629

<u>TRADEMARK</u>	<u>DATE OF REGISTRATION OR APPLICATION</u>	<u>REGISTRATION NUMBER</u>
SHELBOURNE	09/08/87	1,456,634
SILKEN MINIATURES BY UNITED	07/02/85	1,346,425
SONATA	Unavailable	74-654,510
SP AND DESIGN	05/12/87	1,439,319
SP LOGO	03/25/97	2,047,998
SPORTS BANNER	02/27/96	1,958,358
STAMP OUT STAINS	05/05/92	1,685,271
STERLING PRINTS	01/24/89	1,521,936
STICK 'N PLAY	03/28/00	2,336,425
SUN-TEX	12/23/86	1,422,036
SUN-VINYL	01/09/68	841,956
SUNWORTHY	07/24/62	734,938
SURE TOUCH	07/02/96	1,984,090
SW SUNWORTHY WALLCOVERINGS & DESIGN	11/05/96	75-193,368
TEXTILES FOR THE WALL	11/24/92	1,734,992
THE HOUSE YOU LIVE IN	02/08/94	1,820,691
THE IMPERIAL HOME DECOR GROUP	01/29/98	75-425,559
THE IMPERIAL PROMISE	04/04/97	75-269,238
THE MOST BEAUTIFUL WALLCOVERINGS	07/20/95	74-705,252
THE WHITES COLLECTION	07/16/96	1,987,760
THOREAU	06/11/96	1,980,263
TIMELESS	08/09/94	1,849,413
TODAY'S CASUAL STYLE	06/04/96	1,987,047
TRIANGLES DESIGN	07/30/85	1,351,620
UNITED WALLCOVERINGS	01/20/87	1,425,832
VICTORIAN ROMANCE	05/21/91	1,645,354
VILLAGE PRINTS	07/30/91	1,652,481
VISIONARY OPTIONS	05/26/98	2,160,304
WALLS BY DESIGN	06/30/94	74-546,428

<u>TRADEMARK</u>	<u>DATE OF REGISTRATION OR APPLICATION</u>	<u>REGISTRATION NUMBER</u>
WEATHERVANE PRINTS	05/28/91	1,646,131
WESTMOUNT VICTORIA	05/08/95	74-671,004
WESTMOUNT WALL COVERINGS	01/14/97	2,031,074
WESTWOOD	08/29/96	75-157,924
WE'VE GOT YOUR STYLE!	06/21/88	1,493,732
WINDSCAPE	04/02/96	1,965,530
WOODWORKS	01/27/98	2,132,124
YES-YOU-CAN	08/30/83	1,249,800
YOUNG AND FANCIFUL	06/04/91	1,646,916
YOUR LIFE, YOUR STYLE, YOU'RE HOME	12/03/97	75-399,546

UNREGISTERED TRADEMARKS

CHATSWORTH PARK

COLOR OPTIONS

COMPANIONS

COMPANIONS

FAIRVIEW FABRICS & FLORALS

FAIRVIEW FLORALS AND FABRICS

FUN FRIENDS

IFI (STYLIZED)

IMPERIAL COLOR SYSTEM

MANCHESTER

MRS. MITCHELL'S COUNTRY KITCHEN

SW SUNWORTHY WALLCOVERINGS & DESIGN

THE IMPERIAL PROMISE

WINDOWS AND WALLS

FASHION

WALLS BY DESIGN

WESTMOUNT VICTORIA

YOUR LIFE, YOUR STYLE, YOU'RE HOME

SCHEDULE C

COPYRIGHT REGISTRATIONS

\* Registration number not yet available

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
A Fresh Approach	VA-351-571	05/30/89
A La Carte	VA-666-003	09/01/94
A Library of Stripes, Plaids & Textures	VA-357-159	04/05/89
A Look Back	VA-665-997	09/06/94
A Man's World	VA-979-081	10/18/99
A Man's World: Vol. 1	VA-608-559	08/26/93
A Man's World: Vol. 2	VA-783-073	08/05/96
A New Leaf	VA-834-026	05/19/97
A Novel Idea: Vol. 1	VA-665-996	09/06/94
A Place in the Sun	VA-666-002	09/06/94
A Shore Thing	VA-958-148	06/14/99
A Touch of Ivy	VA-665-999	09/06/94
A World Apart	VA-611-307	01/10/95
Active Life: Vol. 1	VA-406-854	07/12/90
All About Kitchens: Vol. 1	VA-706-635	03/14/95
All in Good Thyme	VA-834-413	05/19/97
Along the Garden Path	VA-611-306	01/10/95
American Barns	VA-268-270	06/19/87
American Charm	VA-882-930	03/16/98

TRADEMARK

REEL: 00284 DENMARK 0981

REEL: 003531 FRAME: 0709

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
American Country Mountain & Valley Views	VA-842-131	07/21/97
American Heartland	VA-861-291	09/22/97
American Heritage (Edition 2)	VA-229-002	06/17/86
American Miniatures: Vol. I	VA-468-149	07/23/91
American Pastimes	VA-834-035	05/09/97
American Pastimes Vol. II	VA-970-814	12/13/99
American Shores	VA-282-973	11/16/87
American Shores Vol. 2	VA-422-250	11/07/90
American Shores Vol. 3	VA-735-175	09/07/95
American Sketchbook	VA-360-907	08/16/89
American Sketchbook: A Collection of Small Prints With Borders and Fabrics	VA-196-998	07/05/85
American Southwest	VA-337-811	02/15/89
Amish Country	VA-871-310	01/20/98
An Imperial Collection of Traditional Texture	VA-952-677	05/28/99
Annhurst: Vol. 1	VA-841-247	07/08/97
Architectural Accents	VA-225-209	04/28/86
Architectural Accents: Vol. II	VA-328-472	12/14/88
Architectural Accents: Vol. III	VA-721-326	07/03/95
Artifacts: 27"/54" Vinyl Wallcoverings: Vol. 1	VA-756-425	12/19/95
Artworks	VA-338-963	02/15/89
Ascot	VA-807-650	12/18/95

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
Bainbridge: Vol. 2	VA-686-767	01/10/95
Baskets and Bows	VA-255-476	02/27/87
Bayshore: Vol. 1	VA-773-624	05/08/96
Bear Hugs	VA-321-815	09/19/88
Beaumont Manor: Vol. 1	VA-514-015	07/13/92
Bed Bath & Breakfast	VA-299-718	07/08/86
Bed Bath & Breakfast: Vol. 5	VA-661-511	09/06/94
Bed Bath & Breakfast: Vol. 6	VA-811-329	06/16/97
Bed of Roses	VA-372-151	10/24/89
Bed of Roses: Vol. 2	VA-512-194	03/05/92
Birge Summer Rose	VA-958-147	06/11/99
Black & White Collection	VA-910-055	08/03/98
Black and White: Vol. 2	VA-666-217	10/18/94
Briarhill Lane: Vol. 1	VA-570-367	04/14/93
British Colonial Style	VA-834-031	05/09/97
Burton Hall: Vol. 1	VA-450-620	5/31/91
Burton Hall: Vol. 2	VA-653-803	08/31/94
California Style	VA-224-700	04/24/86
Call of the Wild	VA-930-286	10/08/98
Camden Lane	VA-812-586	01/13/97
Candleglow	VA-217-329	03/05/86
Carefree Kids	VA-205-329	09/25/85
Casa Hermosa	VA-748-016	11/13/95
Cashmere: Vol. 1	VA-783-074	08/14/96

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
Casual Living	VA-608-954	08/26/93
Casual Living	VA-938-723	01/13/99
Celebrate Country	VA-910-050	08/21/98
Chamberley Prints	VA-666-223	08/18/94
Charles Wysocki an American Album	VA-895-722	04/30/98
Chatelet	VA-882-931	03/16/98
City Brights	VA-216-146	02/19/86
Classic Interiors	VA-202-129	09/10/85
Classic Interiors Designer Edition	VA-202-129	09/10/85
Classic Interiors: Vol. 4	VA-666-004	09/06/94
Classic Interiors: Vol. 5	VA-764-595	04/18/96
Clearwater	VA-202-026	09/25/85
Colonial Craftsman: Vol. 1	VA-435-222	01/29/91
Color Options: Vol. 1	VA-819-417	03/06/97
Color Waves	VA-356-535	08/09/89
Complete Kitchen & Bath	VA-944-411	02/10/99
Contemporary Collection	VA-885-204	04/08/98
Cookie Jar	VA-193-262	01/24/85
Cooper — Hewitt National Design Museum Collection European Tour	VA-938-729	12/22/98
Cottage Comfort: Vol. I	VA-847-539	08/27/97
Cottage Lane	VA-834-410	05/19/97
Country Basics	VA-183-826	03/27/85
Country Calico	VA-186-397	02/28/85



<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
Country Collectibles	VA-198-644	08/15/85
Country Comfort III	VA-218-248	02/19/86
Country Folks	VA-203-514	10/02/85
Country Harvest	VA-224-950	04/23/86
Country Inn Stencils & Borders	VA-205-534	09/25/85
Country Inn: Wallcoverings & Fabrics for Your Bed & Bath	VA-608-563	08/26/93
Country Market for Your Kitchen & Bath	VA-783-071	08/12/96
Country Memories	VA-216-147	02/24/86
Country Plaids and Stripes	VA-224-253	02/18/86
Country Prints: Vol. 1	VA-485-082	01/09/92
Country Quilts & Baskets	VA-224-460	03/31/86
Country Retreat: Vol. 1	VA-757-422	02/23/96
Country Stichery	VA-189-933	05/30/85
Daniel Wright	75-361-356	09/23/97
Daniel Wright Home Accents, Your Country Home: Vol. 1	VA-864-036	09/19/97
Daybreak: Featuring Bed, Bath & Window Fashion Accessories: Vol. 1	VA-666-218	11/23/94
Decorating Solutions for Your Home: Vol. 1	VA-574-035	06/14/93
Decorating Solutions Resource Book: Vol. 1	VA-764-596	05/22/96
Decorating Solutions: Wallcoverings and Fabrics for Your Bed & Bath: Vol. 1	VA-513-183	06/18/92
Decorator Accents	VA-184-980	12/13/84

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
Decorator Concepts III	VA-224-549	03/31/86
Designer Faux, Stripes and Textures	VA-878-957	05/20/98
Details in Textures, Prints and Borders	VA-324-462	10/04/88
Details in Textures, Prints and Borders: Vol. 2	VA-435-209	01/29/91
Diagonal Moves	VA-205-648	10/21/85
Dimensionals: Vol. 3	VA-406-855	07/12/90
Distinctly VanLuit	VA-647-097	04/24/95
Doll House Miniatures	VA-183-827	03/27/85
Early America Stencil	VA-306-660	04/18/88
Eastern Hemisphere	VA-774-715	05/23/97
Eastern Splendor	VA-608-564	08/26/93
Echo: Vol. 2	VA-652-799	07/26/94
Edge of Distinction: Laser Cut Borders with Companion Textures	VA-825-433	04/01/97
Elegant Interiors: No.: 2	VA-706-634	03/14/95
Elegant Interiors: Vol. 2	VA-661-513	09/06/94
English Country Home: Vol. 1	VA-427-129	11/28/90
English Country Prints	VA-194-945	07/25/85
English Oaks: Vol. 1	VA-816-998	12/03/96
English Tea	VA-646-822	05/05/95
Every Blooming Thing	VA-695-798	02/24/95
Exclusively VanLuit: Vol. 1	VA-834-028	05/09/97
Executive Club	VA-585-977	04/14/93
Explorer: Vol. I	VA-713-946	05/23/95

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Fairy Tales: Vol. 1	VA-666-213	10/18/94
Farmers Market	VA-293-775	02/17/88
Faux Texture Resource Book	VA-834-027	05/09/97
Faux Your Walls: Vol. 1	VA-665-994	09/01/94
Fenwick Gardens: Vol. 1: Decorative Wallcoverings and Fabrics	VA-727-231	07/12/95
Festival: Vol. 1	VA-653-802	08/31/94
Field & Forest: Vol. I	VA-710-506	07/26/95
Fine Prints	VA-227-832	06/04/86
First Choice: Vol. V	VA-229-003	06/27/86
First Impressions	VA-666-006	09/06/94
Floral Fiesta	VA-960-378	06/23/99
Folio Textures Volume II	VA-871-308	01/20/98
For Babies Only Stackable & Diecut Borders	VA-910-211	08/27/99
For Babies Only: Featuring Coordinating Crib Bedding: Vol. 2	VA-773-623	06/26/96
For Babies Only: Vol. 1	VA-665-993	09/06/94
For Boys Only: Vol. 2	VA-819-418	03/06/97
For Girls Only: Vol. 2	VA-827-896	04/22/97
For Kitchens Only: Vol. 2	VA-599-802	04/14/93
For Kitchens Only: Vol. 3	VA-691-402	02/16/95
For Men Only Resource Book: Vol. 1	VA-799-686	11/18/96
For Men Only Wildlife: Vol. 5	VA-661-510	09/01/94
For Teens Only: Vol. I	VA-689-842	01/30/95

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For Women Only: Vol. 3	VA-599-803	04/14/93
Formal Country Home: Vol. I	VA-570-364	04/14/93
Foxwood	VA-877-141	02/19/98
French Country Kitchen: Vol. 1	VA-665-995	09/06/94
French Country Prints	VA-895-720	04/30/98
French Farmhouse	VA-336-667	02/22/89
French Style	VA-834-412	05/19/97
Fresh Florals: Vol. 1	VA-398-057	05/31/90
Fun Stuff: Vol. 5	VA-324-461	10/04/88
Fun-Stuff: Vol. VI	VA-480-841	05/21/91
Galway Bay	VA-192-133	04/29/85
Garden palette	VA-970-815	12/13/99
Garden Walk	VA-915-914	09/14/98
Gathering the Eggs	VA-317-296	08/17/88
Gentlemen's Quarters	VA-218-394	03/21/86
Golden Afternoon	VA-304-895	05/27/88
Gracious Home	VA-873-854	01/26/98
Great American Hits for Kitchens & Baths	VA-324-460	10/04/88
Great American Hits: Vol. 1	VA-468-146	08/14/91
Great Outdoors: Vol. 1	VA-689-831	01/27/95
Hamilton House: Paisleys, Stripes, Foulards, Jacobeans: Vol. 1	VA-471-466	09/27/91
Hathaway	VA-535-832	10/22/92
Hayride	VA-258-586	03/25/87

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Hayride	VA-336-064	01/23/89
Heather Creek Valley Prints	VA-958-146	06/11/99
Heatherwood: Vol. 1	VA-570-366	04/14/93
Hemisphere Resource Book: Vol. 1	VA-799-684	11/12/96
Hemisphere: Vol. 1	VA-398-058	05/31/90
Hemisphere: Vol. 2	VA-608-561	08/26/93
Heritage Classics Country Home Edition Series One	VA-960-377	06/21/99
Heritage Classics French Empire Edition Series Two	VA-979-084	10/15/99
Hint of the Orient: Vol. 1	VA-764-597	05/31/96
Home Again	VA-184-947	12/13/84
Home Office Resource	VA-882-929	03/16/98
Home on the Range	VA-355-057	06/20/89
Hudson River Valley	VA-608-562	08/26/93
I am Funstuff for Kids	VA-234-744	08/15/86
Imperial Borders	VA-862-361	10/28/97
Imperial Miniatures: Vol. 1	VA-439-739	03/14/91
Imperial Plaids With Coordinating Borders: Vol. 1	VA-665-989	08/31/94
Imperial Wallcovering Borders	VAU-294-246	04/15/94
Imperial's Gourmet Kitchen: Vol. 1	VA-735-874	09/19/95
In the French Style	VA-219-269	03/07/86
In the Kitchen: Vol. 1	VA-599-804	04/14/93
In the Victorian Style	VA-944-412	02/10/99

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In the Victorian Style: Vol. I	VA-735-169	11/09/95
Interior Showcase	VA-535-835	10/29/92
Interior Showcase	VA-343-047	02/15/89
Interior Showcase: Vol. 3	VA-710-505	08/11/95
Island Retreat	VA-815-536	02/06/97
J.G. Hook at Home: Vol. I	VA-427-130	12/06/90
Joyful Expressions: Vol. 1	VA-415-117	05/31/90
K & W Kids Volume Four	VA-930-259	12/15/98
Katzenbach & Warren Biltmore Estate Collection	VA-958-934	06/10/99
Katzenbach & Warren of Chivalry	VA-966-074	07/20/99
Katzenbach & Warren Recollections	VA-944-410	02/10/99
Katzenbach & Warren Vintage Elegance	VA-951-155	05/03/99
Kids Resource Book: Vol.	VA-775-518	07/02/96
Kids! Kids! Kids! Too	VA-219-270	03/27/86
Kitchen & Bath	VA-925-178	09/29/98
Kitchen & Bath Resource Book	VA-773-429	05/02/96
Kitchen & Bath Resource Book Vol. 2	VA-962-259	07/07/99
Kitchen & Bath Traditions	VA-966-652	11/18/99
Kitchen & Dining Rooms	VA-879-143	04/10/98
Kitchen and Bath: Vol. I	VA-538-083	10/22/92
Kitchen Bed & Bath Lifestyles	VA-886-325	04/03/98
Kitchen Bed & Bath Resource Book	VA-890-804	04/24/98
Leading Edge, Plexus: 27"/54 Vinyl Wallcoverings: Vol. 2	VA-689-839	01/10/95

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Like Old Times	VA-878-955	06/03/98
Limited Edition For Men Only: Vol. 2	VA-213-193	12/31/85
Limited Edition: For Men Only: Vol. 1	VA-213-331	01/24/86
Limited Edition: For Women Only	VA-220-829	03/31/86
Living on the Cutting Edge	VA-732-295	08/15/95
Living with Neutrals Casual Style	VA-666-219	11/23/94
Living With Neutrals: Classic Style: Vol. 1	VA-667-104	09/06/94
Louise Garland Patter	VA-180-239	09/19/84
Lynwood Hall	VA-706-632	03/24/95
Magnolia Plantation: Vol. 2	VA-847-540	08/27/97
Make-a-Big-Splash With Stamp Out Stains in Your Kitchen and Bath	VA-368-146	09/29/89
Making Waves	VA-611-305	01/10/95
Manchester Place by Mary Stanton	VA-947-341	02/10/99
Manor House: Vol. 2	VA-599-800	04/14/93
Maplenut Farm	VA-341-399	02/10/89
Marco & Micio Imperial Wallcoverings	VA-208-041	12/03/85
Masterworks: Featuring Borders Inspired By Fine Works of Art	VA-861-336	05/21/97
Menswear: Vol. 2	VA-775-522	06/10/96
Milbrook Victorian	VA-958-145	06/11/99
Mini Mates: 4th Edition	VA-224-850	04/23/86
Mini Mates: Vol. 7	VA-599-801	04/14/93
Mini Mates: Vol. 8	VA-686-770	01/10/95

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Modern Classics for Men: Vol. 1	VA-647-093	06/07/95
More Gear Kids: 23 <sup>rd</sup> in a Series	VA-519-993	08/21/92
Natural Resources	VA-335-109	02/15/89
Nature's Elements	VA-720-592	05/31/95
Nature's Gallery	VA-834-030	05/19/97
Neo Classic Style: Vol. 2	VA-689-832	01/17/95
Neoclassic Style Volume III	VA-930-281	10/08/98
New Beautiful Kitchens & Baths: Vol. 1	VA-387-446	02/07/90
New Country Gear Living: 24 <sup>th</sup> in a Series	VA-519-988	08/21/92
New Country Gear-American Country	VA-624-284	02/07/94
Northbrook: Vol. 2	VA-608-560	08/26/93
Northwoods Country	VA-666-220	11/23/94
Old Roses	VA-797-859	10/21/96
Olde American Stencil	VA-205-535	10/16/85
Opera House	VA-979-079	10/18/99
Painted Finishes: Vol. 1	VA-442-011	04/09/91
Painted Finishes: Vol. 2	VA-661-512	09/01/94
Palermo	VA-666-221	09/06/94
Paws: Wallcoverings & Borders for Animal Lovers of all Ages: Vol. I	VA-439-810	12/05/90
Personal Style	VA-666-001	09/06/94
Pine Ridge	VA-189-932	05/30/85
Playmates	VA-834-034	05/09/97



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Plexus Designer's Portfolio: 27"/54" Vinyl Wallcoverings: Vol. 3	VA-801-438	08/29/96
Potters Wheel	VA-209-226	12/13/85
Prairie Morning: for Kitchens and Baths: Vol. 1	VA-667-106	09/06/94
Precious Moments	VA-193-667	02/11/85
Prints & Perspectives	VA-873-855	01/26/98
Radiance	VA-900-279	06/30/98
Regalis Court: Vol. I	VA-427-128	11/28/90
Remington Place: Vol. I	VA-665-987	09/06/94
Richmond Hill Resource Book	VA-966-651	11/08/99
Royal Coach	VA-442-009	04/09/91
Royal Garden	VA-748-012	09/01/95
Safe Harbour	VA-194-946	07/25/86
San Souci Wallcoverings & Borders: Vol. I	VA-720-593	06/22/95
Satin & Lace	VA-238-687	06/17/86
Satin & Lace: Vol. 1	VA-447-982	05/10/91
Satin Bouquet: Vol. I	VA-192-040	05/07/85
Satin Bouquet: Vol. IV	VA-360-910	08/21/89
Satin Bouquet: Vol. V	VA-485-860	01/10/92
Satin Miniatures: 2 <sup>nd</sup> Edition	VA-213-016	01/24/86
Savannah Garden	VA-200-450	09/10/85
Scandinavian Country	VA-205-649	10/21/85
September Garden	VA-757-421	02/08/96

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Shaker Tree	VA-184-946	12/13/84
Shaker Tree: Village Collection	VA-234-973	07/03/86
Shelbourne Classics for Kitchen & Bath	VA-979-080	10/26/99
Shelbourne Collectibles	VA-832-759	12/10/98
Shelbourne Woodland Gallery	VA-928-731	03/24/99
Sidewalk Café	VA-834-037	05/09/97
Silhouette Prints	VA-213-333	01/24/86
Silk & Satin Vol. 1	VA-705-183	03/31/95
Silken Touches: Vol. 4	VA-661-509	09/06/94
Silken Touches: Vol. 5	VA-759-245	04/04/96
Simply Contemporary	VA-871-309	01/20/98
Small Prints	VA-665-998	09/01/94
Small Prints	VA-200-775	09/10/85
Small Prints Resource Book: Vol. 1	VA-811-328	06/16/97
Small Prints: Vol. VI	VA-282-744	09/04/87
Small Prints: Vol. VII	VA-355-152	06/20/89
Small Prints: Vol. VIII	VA-470-809	08/14/91
Something Novel, Something New	VA-748-020	10/25/95
Southern Hemisphere	VA-748-021	10/25/95
Southern Hospitality	VA-962-647	07/21/99
Southern Living Wallpapers and Fabrics	VA-763-820	03/13/96
Spring Fever	VA-184-744	01/29/85
Spring Meadow: Vol. 1	VA-420-782	10/09/90
Springfield Lane	VA-972-858	08/26/99

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Stamp Out Stains	VA-304-893	05/27/88
Stamp Out Stains	VA-666-222	10/18/94
Stamp Out Stains	VA-666-005	09/01/94
Stamp Out Stains all Through Your House	VA-382-540	11/28/89
Stamp Out Stains in Your Kitchen and Bath	VA-721-605	06/22/95
Stamp Out Stains in Your Kitchen and Bath	VA-292-963	11/16/87
Stamp Out Stains in Your Kitchen and Bath	VA-341-398	02/10/89
Stamp Out Stains in Your Kitchen and Bath, Beekeepers Garden: Vol. I	VA-450-618	05/21/91
Stamp Out Stains in Your Kitchen and Bath: Vol. II	VA-469-951	09/03/91
Stamp Out Stains: Vol. II	VA-434-141	02/08/91
Stencils at Home With Nature: Vol. I	VA-689-837	02/10/95
Sterling Prints Contemporary Colours	VA-966-650	12/02/99
Sterling Prints Shangri-La	VA-965-584	07/30/99
Straw Hat	VA-326-120	11/22/88
Straw Hat: Vol. I	VA-665-992	09/01/94
Strawberry Stripe Pattern	VA-180-240	09/19/84
Streamers	VA-216-148	03/06/86
Streamers: Vol. 2	VA-302-925	04/18/88
Streamers: Vol. III	VA-387-448	02/07/90
Stripes Resource Book: Vol. 1	VA-825-432	03/25/97

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Studio Café	VA-949-622	04/09/99
Summertime for Kitchens and Baths: Vol. I	VA-665-990	09/01/94
Sun Sand & Style	VA-895-721	04/30/98
Talk of the Town	VA-193-259	07/02/85
The Arts & Crafts Style	VA-878-958	05/20/98
The Continental Kitchen	VA-962-260	07/08/99
The Craftsman Revival Collection	VA-710-507	09/08/95
The Home Resource Book	VA-944-413	03/02/99
The House You Live In	VA-184-743	01/25/85
The House You Live In	VA-878-959	05/18/98
The House You Live In Early American Stencil Country Edition	VA-218-392	03/21/86
The House You Live in, Early America: Vol. I	VA-538-034	03/05/92
The Millbrook Border Book	VA-207-385	08/27/85
The Potting Shed Resource Book	VA-852-204	05/03/99
The Red Quilt	VAU-138-746	08/17/88
The Summer Cottage	VA-703-388	02/27/95
Thistledown	VA-218-393	03/21/86
Tilden Manor: Vol. 1	VA-497-036	03/05/92
Totally Awesome	VA-395-498	04/25/90
Totally Teens	VA-928-738	03/18/99
Traditional Elegance: Vol. 1	VA-667-105	09/06/94
Traditional Lifestyles: Vol. 1	VA-797-840	09/04/96

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Traditional Resource Book	VA-815-537	02/06/97
Traditionals Resource Book	VA-944-414	03/02/99
Transitional Home	VA-955-830	05/03/99
Troubadour	VA-834-032	05/09/97
Tudor Garden	VA-844-550	07/28/97
Uniquely Van Luit Volume One	VA-924-631	10/29/98
United Traditionals	VA-710-510	08/04/95
Van Luit Oriental	VA-972-857	08/24/99
Victorian Homes: Vol. 3	VA-834-029	05/09/97
Victorian Images	VA-841-246	07/02/97
Victorian Parlor	VA-535-831	10/22/92
Vintage Elegance	VA-665-991	09/06/94
Vintage Style	VA-921-478	09/09/98
Vintage Traditions	VA-944-409	02/11/99
Welcome Friends	VA-215-253	02/12/86
Western Hemisphere: Vol. 1	VA-471-468	09/27/91
Western Hemisphere: Vol. 2	VA-666-237	10/18/94
Wickerbaskets	VA-192-134	04/01/85
Willow Grove Inn	VA-193-668	02/11/85
Wind Blossoms	VA-225-526	05/09/86
Wind Flowers: Vol. 1	VA-450-619	05/31/91
Windmills & Whirligigs	VA-326-121	11/22/88
Without Boundaries: Vol. 1	VA-570-365	04/14/93
Wood Block Floral	VA-180-241	09/19/84

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Woodbriar Country	VA-285-303	11/16/87
Woodcrest II	VA-966-653	12/06/99
World View	VA-666-000	09/06/94
Worldly Treasures: Vol. 1	VA-708-784	04/25/95
Wyndham	VA-930-294	12/04/98
Bed, Bath, & Breakfast 7	VA-886-329	03/19/98
The Stonehill Collection	*	03/26/01
Small Classics Resource Book	*	03/26/01
Westmount Classics	*	03/26/01
Contemporary Naturals	*	03/26/01
For Boys Only 3	*	03/26/01
Shelbourne Traditionals	*	03/26/01
Yulan/Iridescence	*	03/26/01
Kitchen & Bath Harmony	*	03/26/01
Grasscloth & Speciality	*	03/26/01
Classique 3	*	03/26/01
Nature's Families	*	03/26/01
Kitchen Gallery	*	03/26/01
Village Square	*	03/26/01
Sportsman's Gallery	*	03/26/01
Classic Kitchen & Bath #3	*	03/26/01
Faux Backgrounds	*	03/26/01
Our Country Home	*	03/26/01

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Violet Hill	*	03/26/01
Westmount Traditionals	*	03/26/01
Cherokee Rose IV	*	03/26/01
Architectural Garden	*	03/26/01
Traditional Living	*	03/26/01
Abbey Garden Vol. 3	*	03/26/01
Courtyard	*	03/26/01
Minimalist	*	03/26/01
Savannah	*	03/26/01
Pastels	*	03/26/01
Country French	*	03/26/01
Clover Valley	*	03/26/01
For Girls Only Vol. 3	*	03/26/01
Disney Home Fun Friends	*	03/26/01
Nature's Garden Vol. 2	*	03/26/01
Raymond Waites Vineyard	*	03/26/01