

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Gump's Corp.		07/03/2007	CORPORATION: CALIFORNIA
Gump's by Mail, Inc.		07/03/2007	CORPORATION: DELAWARE
Gump's Holdings, LLC		07/03/2007	LIMITED LIABILITY COMPANY: NEVADA

RECEIVING PARTY DATA

Name:	Wells Fargo Retail Finance, LLC
Street Address:	One Boston Place
Internal Address:	19th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	732284	GOOD TASTE COSTS NO MORE
Registration Number:	515064	GUMP'S
Registration Number:	2540352	GUMP'S
Registration Number:	512182	GUMP'S
Registration Number:	516417	GUMP'S
Registration Number:	516418	GUMP'S
Registration Number:	513332	GUMP'S
Registration Number:	506994	GUMP'S
Registration Number:	506525	GUMP'S
Registration Number:	526051	GUMP'S
Registration Number:	1771023	GUMP'S

900083317

TRADEMARK
REEL: 003592 FRAME: 0791

CH \$565.00 732284

Registration Number:	507389	GUMP'S
Registration Number:	525197	GUMP'S
Registration Number:	523729	GUMP'S
Registration Number:	2377252	GUMP'S BY MAIL INTERIORS
Registration Number:	1719091	GUMP'S GALLERY
Registration Number:	1482347	PALETTE
Registration Number:	2928234	SANTA BY THE BAY
Registration Number:	1913986	THE RARE, THE UNIQUE, THE IMAGINATIVE
Serial Number:	73349582	GOOD TASTE COSTS NO MORE
Serial Number:	78255717	GUMP'S DELECTABLES
Serial Number:	77007067	GUMP'S SAN FRANCISCO

CORRESPONDENCE DATA

Fax Number: (703)415-1557
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 703-415-1555
 Email: mail@specializedpatent.com
 Correspondent Name: Christopher E. Kondracki
 Address Line 1: 2001 Jefferson Davis, Hwy., Suite 1007
 Address Line 4: Arlington, VIRGINIA 22202

ATTORNEY DOCKET NUMBER:	7070803
NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	08/01/2007

Total Attachments: 26

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

July 3, 2007

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "**Agreement**") is made among WELLS FARGO RETAIL FINANCE, LLC (in such capacity, herein the "**Lender**"), a Delaware limited liability company with offices at One Boston Place -- 19th Floor, Boston, Massachusetts 02108 and each of GUMP'S CORP., a California corporation ("**Gump's Corp.**"), GUMP'S BY MAIL, INC., a Delaware corporation ("**Gump's By Mail**") and GUMP'S HOLDINGS, LLC, a Nevada limited liability company (the "**Parent**" and together with Gump's Corp. and Gump's By Mail, collectively, the "**Grantors**"), each having its principal executive offices at 135 Post Street, San Francisco, California 94108, in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, the Grantors and the Lender have entered into a certain Loan and Security Agreement dated as of even date herewith (as such may be amended, modified, supplemented or restated hereafter, the "**Loan Agreement**"), pursuant to the terms and conditions of which the Lender may make certain revolving advances and other financial accommodations to each of Gump's Corp. and Gump's By Mail, on a joint and several basis;

WHEREAS, the Parent has executed and delivered to the Lender a certain Facility Guarantee dated as of even date herewith (as such may be amended, modified, supplemented or restated hereafter, the "**Guarantee**"), pursuant to which the Parent has guaranteed the Liabilities (as defined in the Loan Agreement) of Gump's Corp. and Gump's By Mail to the Lender;

WHEREAS, pursuant to the Loan Agreement, the Grantors have granted the Lender a security interest in and to substantially all of the Grantors' respective assets, including, without limitation, all IP Collateral (as defined below), to secure the payment and performance of the Liabilities and the other obligations and indebtedness of the Parent under the Guarantee);

WHEREAS, it is a condition precedent to the Lender making the revolving advances or otherwise extending credit under the Loan Agreement that the Grantors execute and deliver this Agreement to the Lender; and

WHEREAS, the Grantors wish to grant pledges and security interests in favor of the Lender, as herein provided.

NOW, THEREFORE, each Grantor (and each of their respective successors or assigns) and the Lender, hereby agree as follows:

1. **DEFINITIONS:** Unless otherwise defined herein, all capitalized terms used herein shall have the meanings provided for in the Loan Agreement. In addition, as used herein, the following terms shall have the following meanings:

"Copyrights" shall mean all copyrights and like protections in each work of authorship or derivative work thereof of each Grantor, whether registered or unregistered and whether published or unpublished, including, without limitation, the copyrights listed on **EXHIBIT A** annexed hereto and made a part hereof, together with all registrations and recordings thereof, all applications in connection therewith, and any goodwill of the business connected with, and symbolized by, any of the foregoing.

"Copyright Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to use any Copyright, including, without limitation, the agreements listed on **EXHIBIT A** annexed hereto and made a part hereof.

"Copyright Office" shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

"Encumbrances" shall have the meaning assigned to such term in the Loan Agreement.

"Intellectual Property" shall have the meaning assigned to such term in Section 3 hereof.

"IP Collateral" shall have the meaning assigned to such term in Section 2 hereof.

"Licenses" shall mean, collectively, the Copyright Licenses, Patent Licenses and Trademark Licenses.

"Patents" shall mean all letters patent and applications for letters patent of any Grantor, and the inventions and improvements therein disclosed, and any and all divisions, reissues and continuations of said letters patent including, without limitation the patents listed on **EXHIBIT B** annexed hereto and made a part hereof.

"Patent Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, the agreements listed on **EXHIBIT B** annexed hereto and made a part hereof.

"PTO" shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

"Trademarks" shall mean all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of any Grantor, whether registered or unregistered, including, without limitation, the trademarks listed on **EXHIBIT C** annexed hereto and made a part hereof, together with all registrations and recordings thereof, all applications in connection therewith, and any goodwill of the business connected with, and symbolized by, any of the foregoing.

"Trademark Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, the agreements listed on **EXHIBIT C** annexed hereto and made a part hereof.

2. **GRANT OF SECURITY INTEREST:** In furtherance and as confirmation of the security interest granted by the Grantors to the Lender under the Loan Agreement, and as further security for the payment or performance, as the case may be, in full of the Liabilities (including, but not limited to all obligations of the Parent under the Guarantee), each Grantor hereby ratifies such security interest and each hereby grants to the Lender a continuing security interest, with a power of sale (which power of sale shall be exercisable only following the occurrence of an Event of Default), in all of the present and future right, title and interest of such Grantor in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the "IP Collateral"):

- (a) All Copyrights and Copyright Licenses.
- (b) All Patents and Patent Licenses.

- (c) All Trademarks and Trademark Licenses.
- (d) All renewals of any of the foregoing.
- (e) All General Intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of such Grantor and its business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof).
- (f) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.
- (g) The right to sue for past, present and future infringements and dilutions of any of the foregoing.
- (h) All of such Grantor's rights corresponding to any of the foregoing throughout the world.

3. **PROTECTION OF INTELLECTUAL PROPERTY BY GRANTOR:** Except as set forth below in this Section 3, each Grantor shall undertake the following with respect to each of the items respectively described in Sections 2(a), (b), (c), (d) and (e) (collectively, the "Intellectual Property"):

- (a) Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing of the Intellectual Property and take all other reasonable and necessary steps to maintain each registration of the Intellectual Property.
- (b) Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.
- (c) At such Grantor's sole cost, expense, and risk, pursue the reasonably prompt, diligent processing of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts.
- (d) At such Grantor's sole cost, expense, and risk, take any and all action which such Grantor reasonably deems appropriate under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, and no Material Adverse Change would result therefrom, no Grantor shall have an obligation to use or to maintain any Intellectual Property (i) that relates solely to any product that has been discontinued, abandoned or terminated or (ii) that has been replaced with Intellectual Property substantially similar to the Intellectual Property that may be abandoned or otherwise become invalid, so long as the failure to use or maintain such Intellectual Property does not materially adversely affect the validity of such replacement Intellectual Property and so long as such replacement Intellectual Property is subject to the lien created by this Agreement.

4. **GRANTOR'S REPRESENTATIONS AND WARRANTIES:** Each Grantor represents and warrants that:

- (a) **EXHIBIT A** is a true, correct and complete list of all Copyrights and Copyright Licenses owned by such Grantor as of the date hereof.
- (b) **EXHIBIT B** is a true, correct and complete list of all Patents and Patent Licenses owned by such Grantor as of the date hereof.
- (c) **EXHIBIT C** is a true, correct and complete list of all Trademarks and Trademark Licenses owned by such Grantor as of the date hereof.
- (d) Except as set forth in **EXHIBITS A, B and C**, none of the Intellectual Property is the subject of any licensing or franchise agreement pursuant to which such Grantor is the licensor or franchisor.
- (e) All IP Collateral is, and shall remain, free and clear of all liens, Encumbrances, or security interests in favor of any Person, other than liens in favor of the Lender.
- (f) Such Grantor owns, or is licensed to use, all Intellectual Property necessary for the conduct of its business as currently conducted. No material claim has been asserted and is pending by any Person challenging or questioning the use by such Grantor of any of its Intellectual Property or the validity or effectiveness of any of its Intellectual Property, nor does such Grantor know of any valid basis for any such claim. Such Grantor considers that the use by such Grantor of the Intellectual Property does not infringe the rights of any Person in any material respect. No holding, decision or judgment has been rendered by any governmental authority which would limit, cancel or question the validity of such Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to result in a material adverse change on the business or the property of such Grantor.
- (g) Each Grantor shall give the Lender written notice (with reasonable detail) within ten (10) days following the occurrence of any of the following:
 - i. Such Grantor's obtaining rights to, and filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any newly registered Intellectual Property (other than such Grantor's right to sell products containing the trademarks of others in the ordinary course of such Grantor's business).
 - ii. Such Grantor's becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor (other than such Grantor's right to sell products containing the trademarks of others in the ordinary course of such Grantor's business).
 - iii. Such Grantor's entering into any new outbound Licenses or any material inbound Licenses other than Licenses for the use of tradenames or trademarks in connection with selling goods.
 - iv. Such Grantor's knowing that any application or registration relating to any Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO, the Copyright Office or any court or tribunal) regarding such Grantor's ownership of, or the validity of, any Intellectual Property or such Grantor's right to register the same or to own and maintain the same.

5. **AGREEMENT APPLIES TO FUTURE INTELLECTUAL PROPERTY:**

- (a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in subsections (i), (ii) and (iii) of Section 4(g), above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement.
- (b) Upon the reasonable request of the Lender, each Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Lender may request to evidence the Lender's security interest in any Copyright, Patent or Trademark and the goodwill and General Intangibles of such Grantor relating thereto or represented thereby (including, without limitation, filings with the PTO, the Copyright Office or any similar office), and each Grantor hereby appoints the Lender as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; *provided, however*, the Lender's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

6. **GRANTOR'S RIGHTS TO ENFORCE INTELLECTUAL PROPERTY:** Prior to the Lender's giving of notice to the Grantors (in accordance with the Loan Agreement) following the occurrence of an Event of Default, the Grantors shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property including the right to seek injunctions and/or money damages, in an effort by the Borrowers to protect the Intellectual Property against encroachment by third parties, *provided, however*:

- (a) The Grantors shall provide the Lender with written notice of any such suit for enforcement of any Intellectual Property.
- (b) Following the occurrence and during the continuance of any Event of Default, the Lender, by notice to the Grantors may terminate or limit the Grantors' rights under this Section 6.

7. **LENDER'S ACTIONS TO PROTECT INTELLECTUAL PROPERTY:** In the event of:

- (a) any Grantor's failure, within five (5) days of written notice from the Lender, to cure any failure by such Grantor to observe or perform any of such Grantor's covenants, agreements or other obligations hereunder; and/or
- (b) the occurrence and continuance of any other Event of Default,

then the Lender, acting in its own name or in that of any Grantor, may (but shall not be required to) act in such Grantor's place and stead and/or in the Lender's own right in connection therewith.

8. **EVENTS OF DEFAULT; RIGHTS UPON DEFAULT:** The occurrence of any Event of Default (as defined in Article 10 of the Loan Agreement) shall constitute an "**Event of Default**" herein. The occurrence of any Event of Default shall also constitute, without notice or demand, a default under all other agreements between the Lender and any Grantor and instruments and papers heretofore, now, or hereafter given the Lender by any Grantor. An Event of Default shall be deemed to have occurred and to be continuing unless and until that Event of Default has been duly waived by the Lender. Upon the occurrence of any Event of Default, the Lender may exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in the Commonwealth of Massachusetts, with respect to the Intellectual Property, in addition to which, in connection with the exercise of any such rights and remedies, the Lender may sell, license, assign, transfer, or otherwise dispose of the Intellectual Property. The Lender shall give the Grantors at least ten (10) days' prior written notice, by authenticated record, of any such intended disposition of the Intellectual Property. Any person may conclusively rely

upon an affidavit of an officer of the Lender that an Event of Default has occurred and that the Lender is authorized to exercise such rights and remedies.

9. LENDER AS ATTORNEY IN FACT:

- (a) Each Grantor hereby irrevocably constitutes and designates the Lender as and for such Grantor's attorney in fact, effective following the occurrence and during the continuance of any Event of Default:
 - i. To supplement and amend from time to time **EXHIBITS A, B and C** of this Agreement to include any new or additional Intellectual Property of such Grantor.
 - ii. To exercise any of the rights and powers referenced herein.
 - iii. To execute all such instruments, documents, and papers as the Lender determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property.
- (b) The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated in a writing executed by a duly authorized officer of the Lender.
- (c) The Lender shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9(a), but if the Lender elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to any Grantor for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Lender has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent or in actual bad faith.

10. LENDER'S RIGHTS:

- (a) Any use by the Lender of the Intellectual Property, as authorized hereunder in connection with the exercise of the Lender's rights and remedies under this Agreement, or under the Loan Agreement, shall be coextensive with the Grantors' rights thereunder and with respect thereto and without any liability for royalties or other related charges.
- (b) None of this Agreement or the Loan Agreement, or any act, omission, or circumstance taken or arising hereunder may be construed as directly or indirectly conveying to the Lender any rights in and to the Intellectual Property, which rights are effective only following the occurrence of any Event of Default.

11. **INTENT:** This Agreement is being executed and delivered by each Grantor for the purpose of registering and confirming the grant of the security interest of the Lender in the IP Collateral with the PTO and the Copyright Office. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the security interest granted to the Lender under the Loan Agreement. All provisions of the Loan Agreement shall apply to the IP Collateral. The Lender shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the IP Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Loan Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the Loan Agreement shall control with respect to all other Collateral and other terms. The

Lender shall, after all of the Liabilities have been paid in full in cash or immediately available funds and the Lender has no further commitment to lend or provide any other financial accommodations under the Loan Agreement, release any filings made at the PTO or Copyright Office to perfect its security interest and lien hereunder.

12. **CHOICE OF LAWS:** It is intended that this Agreement take effect as a sealed instrument and that all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the laws of the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor and the Lender respectively have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

GRANTORS:

GUMP'S CORP.

By: Polly Boe
Name: Polly Boe
Title: CFO/COO

GUMP'S BY MAIL, INC.

By: Polly Boe
Name: Polly Boe
Title: CFO/COO

GUMP'S HOLDINGS, LLC

By: Polly Boe
Name: Polly Boe
Title: CFO/COO

LENDER:

WELLS FARGO RETAIL FINANCE, LLC

By: _____
Name: _____
Title: _____

Intellectual Property Security Agreement

TRADEMARK
REEL: 003592 FRAME: 0801

IN WITNESS WHEREOF, each Grantor and the Lender respectively have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

GRANTORS:

GUMP'S CORP.

By: _____
Name:
Title:

GUMP'S BY MAIL, INC.


By: _____
Name:
Title:

GUMP'S HOLDINGS, LLC

By: _____
Name:
Title:

LENDER:

WELLS FARGO RETAIL FINANCE, LLC

By: 
Name: Francis D O'Connell
Title: Senior Vice President

Intellectual Property Security Agreement

TRADEMARK
REEL: 003592 FRAME: 0802

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

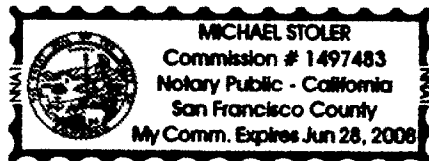
State of California

County of SAN FRANCISCO } ss.

On JULY 3, 2007 before me, MICHAEL STOLER ^{NOTARY PUBLIC}
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared POLLY ESTELLE BOE
Name(s) of Signer(s)

- ☐ personally known to me
☒ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Michael Stoler
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: INTELLECTUAL PROPERTY SECURITY AGREEMENT

Document Date: JULY 3, 2007 Number of Pages: 8

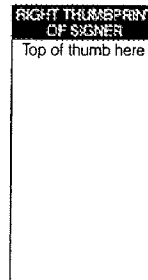
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: ESTELLE POLLY BOE

- ☐ Individual
☒ Corporate Officer — Title(s): CFO/ COO
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: GUMP'S BYMAIL



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN FRANCISCO } ss.

On JULY 2, 2007 before me, MICHAEL STOLER, NOTARY PUBLIC
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared POLLY ESTELLE BOE
Name(s) of Signer(s)

- ☐ personally known to me
☒ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Michael Stoler
Signature of Notary Public

OPTIONAL

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Description of Attached Document

Title or Type of Document: INTELLECTUAL PROPERTY SECURITY AGREEMENT

Document Date: JULY 3, 2007 Number of Pages: 5

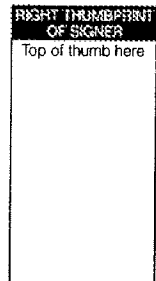
Signer(s) Other Than Named Above: —

Capacity(ies) Claimed by Signer

Signer's Name: POLLY BOE

- ☐ Individual
☒ Corporate Officer — Title(s): CFO/COO
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: —

Signer Is Representing: GUMPS CORP.



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

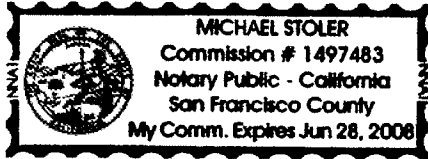
State of California

County of SAN FRANCISCO } ss.

On JULY 2, 2007 before me, MICHAEL STOLER NOTARY PUBLIC
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared POLLY ESTELLE BOE
Name(s) of Signer(s)

☐ personally known to me
☒ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Michael Stoler
Signature of Notary Public

OPTIONAL

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Title or Type of Document: INTELLECTUAL PROPERTY SECURITY AGREEMENT

Document Date: JULY 3, 2007 Number of Pages: 8

Signer(s) Other Than Named Above: —

Capacity(ies) Claimed by Signer

Signer's Name: POLLY BOE

- ☐ Individual
☒ Corporate Officer — Title(s): CFO/COO
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: GUMP'S HOLDINGS

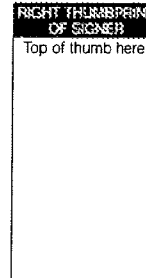


EXHIBIT A

List of Copyrights and Copyright Licenses

Copyright Registrations and Applications

Gump's Corp.:

<u>Title</u>	<u>Reg. No.</u>	<u>Date of Registration</u>
GUMP'S since 1861, a San Francisco legend	TX-3-544-126	4/20/93

Gump's By Mail, Inc.: **NONE**

Gump's Holdings, LLC.: **NONE**

Copyright Licenses

Gump's Corp.: **NONE**

Gump's By Mail, Inc.: **NONE**

Gump's Holdings, LLC.: **NONE**

EXHIBIT B

List of Patents and Patent Licenses

Patents and Patent Applications

Gump's Corp.: **NONE**

Gump's By Mail, Inc.: **NONE**

Gump's Holdings, LLC.: **NONE**

Patent Licenses

Gump's Corp.: **NONE**

Gump's By Mail, Inc.: **NONE**

Gump's Holdings, LLC.: **NONE**

EXHIBIT C

List of Trademarks and Trademark Licenses

Trademark Registrations and Applications

ATTACHED

Trademark Licenses

ATTACHED

1019675.3

Friday, June 29, 2007

Trademark Status Report by Client

Page: 1 of 12

Client: SP07YH Gump's Corp.

Trademark	Status	Client Ref Number	App Number Reg Number	App Date Reg Date	Next Action(s)	Due Date(s)
BABYGUMPS.COM (DOMAIN NAME)	FILED				Renewal Due	09-Jan-2016
Country: United States of America						
Resp. Off.: SF						
GENERAL INTELLECTUAL PROPERTY						
Country: United States of America						
Resp. Off.: SF						
GIFTREGISTRATION.COM (DOMAIN NAME)						
Country: United States of America						
Resp. Off.: SF						
Renewal Due						
Next Renewal						
30-Sep-2009						
30-Sep-2009						
GOOD TASTE COSTS NO MORE (abandoned)						
Country: United States of America						
Classes: 21 Int.						
Goods: 21 Int.: Custom-made furniture, namely, chairs, tables, beds, and bookcases.						
Abandoned						
72/124361						
20-Jul-1961						
29-May-1962						
Resp. Off.: SF						
GOOD TASTE COSTS NO MORE (abandoned)						
Country: United States of America						
Classes: 35 Int.						
Goods: 35 Int.: In advertising, selling, marketing, and mailing items sold by Gump's						
Abandoned						
73/349582						
09-Feb-1982						
Resp. Off.: SF						

Trademark Status Report by Client

Client: SF07YH Gump's Corp.

Trademark	Status	Client Ref Number	App Number Reg Number	App Date Reg Date	Next Action(s)	Due Date(s)
GUMPS	Registered		887442 TMA552765	14-Aug-1998 22-Oct-2001 Resp. Off.: SF	First RNWL - Call-Up First Renewal First RNWL Cert. Rec'd	22-Apr-2016 22-Oct-2016 22-Oct-2017
<i>Country:</i> Canada						
<i>Classes:</i> 14 Int., 16 Int., 20 Int., 21 Int., 35 Int.						
<i>Goods:</i> 14 Int.: Precious metals and their alloys and goods in precious metals or coated therewith, jewelry, clocks, watches, jewellery boxes (of precious metal), salt and pepper shakers (of precious metal)						
16 Int.: Books, catalogues, magazines, pamphlets, printed forms, pens, pen sets, letter openers, photograph albums, prints, paintings, bookends, book covers, paperweights, planners.						
20 Int.: Mirrors, jewellery boxes (not of precious metal); picture frames; mirrors; figurines.						
21 Int.: Dinnerware, plates, serving plates, bowls, cups, mugs, statuettes of porcelain, terracotta or glass; figurines of porcelain, terracotta or glass, vases, candle holders not of precious metal and trays.						
35 Int.: Direct sales, catalogues sales, electronic commerce, telephone sales, sales by telecommunications, internet sales, mail order services, special mailers, telemarketing services, advertising and marketing services for others, dissemination of advertising materials in the form of catalogues, printed publications or through the advertising media or by electronic means including via the internet or via a global computer network, preparation and rental of mailing lists, commercial information agencies and opinion polling.						

Friday, June 29, 2007

Trademark Status Report by Client

Page: 3 of 12

Client: SF07YH Camp's Corp.

Trademark

GUMP'S

Country: European Community

Classes: 14 Int., 16 Int., 20 Int., 21 Int., 35 Int., 38 Int., 39 Int.

Goods: 14 Int.: Precious metals and their alloys and goods in precious metals or coated therewith; jewelry; clocks; watches; jewelry boxes (of precious metal); salt and pepper shakers (of precious metal).

16 Int.: Stationery; printed matter; printed publications; books; catalogues; magazines; pamphlets; printed forms; pens; pen sets; letter openers; photograph albums; prints; paintings; bookends; book covers; paperweights; planners.

20 Int.: Furniture, mirrors; jewellery boxes (not of precious metal); picture frames; mirrors; figurines.

21 Int.: Household and kitchen utensils; dinnerware; plates; serving plates; bowls; cups; mugs; statuettes of porcelain, terracotta or glass; vases; candle holders not of precious metal; trays.

35 Int.: Direct sales, catalogues sales, electronic commerce, telephone sales, sales by telecommunications, internet sales, mail order services, special mailers, telemarketing services, advertising and marketing services for others, dissemination of advertising materials in the form of catalogues, printed publications or through the advertising media or by electronic means including via the internet or via a global computer network, preparation and rental of mailing lists; commercial information agencies and opinion polling; storage of electronic messages and data.

38 Int.: Transmission of messages by telephone or by electronic means including via a global computer network for the sale of goods or services; telephone services; provided in connection therewith.

39 Int.: Transportation, delivery and collection of goods; courier services; wrapping, packing and postage of goods; storage of good; warehousing; arranging of tours, holidays and travel.

GUMP'S

Country: United States of America

Classes: 20 Int.

Goods: 20 Int.: Furniture; namely, wood and metal tables, dining room chairs, sideboards, book cases, wall cabinets.

Status
Client Ref NumberApp Number
Reg NumberApp Date
Reg Date

Next Action(s)

Due Date(s)

Registered

000917633
00091763313-Aug-1998
10-Mar-2000First RNWL - Call Up
First Renewal13-Feb-2008
13-Aug-2008

Resp. Off.: SF

First RNWL Cert. Rec'd

13-Aug-2009

Resp. Off.: SF

First RNWL Cert. Rec'd

13-Aug-2009

Resp. Off.: SF

First RNWL Cert. Rec'd

13-Aug-2009

Resp. Off.: SF

First RNWL Cert. Rec'd

13-Aug-2009

Resp. Off.: SF

First RNWL Cert. Rec'd

13-Aug-2009

Resp. Off.: SF

First RNWL Cert. Rec'd

13-Aug-2009

Resp. Off.: SF

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13-Aug-2009

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13-Aug-2009

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13-Aug-2009

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13-Aug-2009

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13-Aug-2009

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13-Aug-2009

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13-Aug-2009

Resp. Off.: SF

First RNWL Cert. Rec'd

13-Aug-2009

Resp. Off.: SF

First RNWL Cert. Rec'd

13-Aug-2009

Resp. Off.: SF

First RNWL Cert. Rec'd

13-Aug-2009

Trademark Status Report by Client

Client: S807YH Gump's Corp.

Trademark	Status	Client Ref Number	App Number Reg Number	App Date Reg Date	Next Action(s)	Due Date(s)
GUMP'S						
Country: United States of America	Registered		76/258416	17-May-2001	Aff of Use - 6 Year	19-Feb-2008
Classes: 35 Int.			2540352	19-Feb-2002	Aff of Use - 6 Mo. Stat Chk	19-Aug-2008
Goods: 35 Int.: Online retail store services in the fields of furniture, jewelry, silverware, glassware, porcelain, table linens, decorative home accessories, rugs, garden and outdoor furniture and accessories, housewares, cards and stationary, and holiday and special occasion items.				Resp. Off.: SF	First Renewal	19-Feb-2012
					First RNWL - 6 Mo. Stat Chk	19-Aug-2012
GUMP'S						
Country: United States of America	Registered		71/541285	15-Nov-1947	Next Renewal	12-Jul-2009
Classes: 25 Int.			512182	12-Jul-1949	Next RNWL - 6 Mo. Stat Chk	12-Jan-2010
Goods: 25 Int.: Garments for women and misses-namely, kimonos, evening coats.				Resp. Off.: SF		
GUMP'S						
Country: United States of America	Registered		71/541288	15-Nov-1947	Next Renewal	18-Oct-2009
Classes: 21 Int.			516417	18-Oct-1949	Next RNWL - 6 Mo. Stat Chk	18-Apr-2010
Goods: 21 Int.: Glass bar glasses, glass decanter sets, glass beverage sets, glass plates, table glassware, glass cocktail and liquor sets.				Resp. Off.: SF		
GUMP'S						
Country: United States of America	Registered		71/541289	15-Nov-1947	Next Renewal	18-Oct-2009
Classes: 21 Int.			516418	18-Oct-1949	Next RNWL - 6 Mo. Stat Chk	18-Apr-2010
Goods: 21 Int.: Earthenware bowls, vases, plates, and dinner sets, porcelain bowls, vases, plates, and dinner sets.				Resp. Off.: SF		
GUMP'S						
Country: United States of America	Registered		71/541292	15-Nov-1947	Next Renewal	09-Aug-2009
Classes: 20 Int.			513332	09-Aug-1949	Next RNWL - 6 Mo. Stat Chk	09-Feb-2010
Goods: 20 Int.: Ceramic cigarette boxes and ash trays, semi-precious stone cigarette boxes and ash trays, glass cigarette boxes and ash trays, lacquer-metal cigarette boxes and ash trays, woodporcelain cigarette boxes and ash trays, silver cigarette cases, especially designed cigarette cases and binnacle flint cigar and cigarette table lighters.				Resp. Off.: SF		

Friday, June 29, 2007

Trademark Status Report by Client

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Client: SF07YH Gump's Corp.

Trademark	Status	Client Ref Number	App Number Reg Number	App Date Reg Date	Next Action(s)	Due Date(s)
GUMPS	Registered		71/541287 506994	15-Nov-1947 22-Feb-1949 Resp. Off.: SF	Next Renewal Next RNWL - 6 Mo. Stat Chk	22-Feb-2009 22-Aug-2009
<i>Country:</i> United States of America						
<i>Classes:</i> 16 Int.						
<i>Goods:</i> 16 Int.: Water color paintings.						
GUMPS	Registered		71/541293 506525	15-Nov-1947 08-Feb-1949 Resp. Off.: SF	Next Renewal Next RNWL - 6 Mo. Stat Chk	08-Feb-2009 08-Aug-2009
<i>Country:</i> United States of America						
<i>Classes:</i> 14 Int.						
<i>Goods:</i> 14 Int.: Bracelets, brooches, earrings, necklaces, and finger rings made of gold and silver, solid and plated hollow ware.						
GUMPS	Registered		71/569889 526051	03-Dec-1948 06-Jun-1950 Resp. Off.: SF	Next Renewal Next RNWL - 6 Mo. Stat Chk	06-Jun-2010 06-Dec-2010
<i>Country:</i> United States of America						
<i>Classes:</i> 11 Int.						
<i>Goods:</i> 11 Int.: Electric floor lamps and table lamps.						

Friday, June 29, 2007

Trademark Status Report by Client

Page: 6 of 12

Client: SF07YH Gump's Corp.

Trademark

GUMP'S

Country: United States of America

Classes: 04 Int., 14 Int., 16 Int., 20 Int., 21 Int., 24 Int., 31 Int., 36 Int., 37 Int., 41 Int., 42 Int.

Goods: 04 Int.: Candles

14 Int.: Clocks, watches, silver and silverplated picture frames, silver and silverplated picture frames with calendars, silver and silverplated jewelry boxes, moneyclips, shirt studs and cufflinks, silver and silverplated salt and pepper shakers.

16 Int.: Stationery and accessories; namely, note cards, note pads, paper bags and paper sacks, envelopes, diaries, pocket journals, pocket planners, business cards, gift labels, gift tags, gift boxes, business forms, order and invoice forms, reply-mail postcards, bridal registry forms, pens and pen sets, gift catalogs, corporate gift catalogs, personal shopping business cards, furniture sales tags, work order forms, club reward certificates, letter openers, glass and metal paperweights, wood and fabric-covered photograph albums; stationery sets, comprising matching paper and envelopes; books, pamphlets and leaflets in the field of fine art, gifts, interior design and photography; mail order catalogs and catalogs in the field of fine gifts, including fine art; announcements, advertisements and other promotional materials, such as brochures and fliers, in the field of fine art, fine gifts, interior design and philanthropic services.

20 Int.: pillows and non-metal key rings

21 Int.: CI 21: bamboo trays, ceramic and lacquer trays, TV trays, salt and pepper shakers made of pewter and other metals, baskets of reed and cane, boxes made of porcelain, glass, crystal, wood and ceramic; decorative statues and figurines made of porcelain, glass, glass and crystal candlesticks, lacquer boxes and ice buckets; silverplated cheese trays with wood insert and utensil; silverplated wine coaster with walnut base, crystal bowls, vases, figurines, wooden storage chest for flatware.

24 Int.: CI 24: Cloth covers for jewelry, silver and gift items.

31 Int.: CI 31: Dried flowers; dried flower arrangements; dried mosses, leaves and grasses.

36 Int.: CI 36: Charitable fund raising services and appraisal services for fine art.

37 Int.: CI 37: Repair and maintenance services for jewelry, furniture, fine arts and porcelain.

41 Int.: CI 41: Educational services; namely, providing incentives to employees of client businesses to demonstrate excellence in the field of each such client's business through the issuance of awards in the form of gift items

42 Int.: CI 42: Retail department store services; mail order services in the field of furniture, jewelry, silverware, porcelain, glassware and houseware; nuptial and bridal consulting and gift selection services; corporate gift selection services; and personal shopping services.

Status
Client Ref Number

Registered

App Number
Reg Number

74/182803
1771023

App Date
Reg Date

05-Jul-1991
18-May-1993

Next Action(s)

Next Renewal
Next RNWL - 6 Mo. Stat Chk

Due Date(s)

18-May-2013
18-Nov-2013

Resp Off.: SF

TRADEMARK

REEL: 003592 FRAME: 0814

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Trademark Status Report by Client

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Client: S807YH Gump's Corp.

Trademark	Status	Client Ref Number	App Number Reg Number	App Date Reg Date	Next Action(s)	Due Date(s)
GUMP'S (abandoned)	Abandoned		71/541290 507389	15-Nov-1947 08-Mar-1949		
Country: United States of America						
Classes: 18 Int.				Resp. Off.: SF		
Goods: 18 Int.: Brocade bags, purses.						
GUMP'S (abandoned)	Abandoned		71/541291 525197	15-Nov-1947 16-May-1950		
Country: United States of America				Resp. Off.: SF		
Classes: 08 Int.						
Goods: 08 Int.: Steel carving sets, steel steak sets, steel knives and scissors.						
GUMP'S (abandoned)	Abandoned		71/541284 523729	15-Nov-1947 11-Apr-1950		
Country: United States of America				Resp. Off.: SF		
Classes: 20 Int.						
Goods: 20 Int.: Figurines						
GUMP'S BY MAIL INTERIORS & Design (To be Abandoned)	Registered		75/721557 2377252	09-Jun-1999 15-Aug-2000	First Renewal First RNWL - 6 Mo. Stat Chk	15-Aug-2010 15-Feb-2011
Country: United States of America				Resp. Off.: SF		
Classes: 35 Int.						
Goods: 35 Int.: Mail order catalog services featuring a wide variety of consumer goods.						

Client: SF07YH Gump's Corp.

Trademark	Status	Client Ref Number	App Number Reg Number	App Date Reg Date	Next Action(s)	Due Date(s)
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GUMP'S DELECTABLES (abandoned)

Abandoned

78/255717

29-May-2003

Country: United States of America

Classes: 29 Int., 30 Int., 35 Int.

Resp. Off.: SF

Goods: 29 Int.: Prepackaged gourmet and specialty foods, namely, edible oils and jellied fruits and food package combinations consisting of the foregoing

30 Int.: Prepackaged gourmet and specialty foods, namely, vinegars, cookies, cakes, pies, biscuits, biscotti, chocolates, chocolate truffles, candied fruits, chocolate covered fruits, chocolate covered nuts, liquor-infused chocolate, petit fours, and food package combinations consisting of any of the foregoing

35 Int.: Retail store services, online retail store services, and mail order catalog services featuring pre-packaged gourmet and specialty foods, desserts, candies, food ingredients, and food package combinations consisting of any of the foregoing.

GUMP'S GALLERY

Registered

74/182798

05-Jul-1991

Next Renewal

22-Sep-2012

Country: United States of America

Classes: 42 Int.

22-Sep-1992

Next Renewal - 6 Mo. Stat Chk

22-Mar-2013

Goods: 42 Int.: Art gallery services

Resp. Off.: SF

GUMP'S SAN FRANCISCO

Pending

77/007067

25-Sep-2006

6 Month Status Check

26-Sep-2007

Country: United States of America

Classes: 35 Int.

Resp. Off.: SF

Goods: 35 Int.: Retail stores services, online retail store services and catalog mail order services featuring housewares, home accessories, furniture, jewelry, silverware, glassware, porcelain, table linens, rugs, garden and outdoor furniture and accessories, cards and stationary, and holiday and special occasion items.

GUMP'S since 1861, a San Francisco Legend
(COPYRIGHT)

Copyrt Reg

Country: United States of America

TX3544126

20-Apr-1993

Resp. Off.: SF

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Trademark Status Report by Client

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Client: SF07YH Gump's Corp.

Trademark	Status	Client Ref Number	App Number Reg Number	App Date Reg Date	Next Action(s)	Due Date(s)
GUMPS.COM (DOMAIN NAME) Country: United States of America	FILED				Renewal Due Next Renewal	24-Apr-2011 24-Apr-2011
GUMPS.NET (DOMAIN NAME) Country: United States of America	FILED				Renewal Due Next Renewal	31-Aug-2015 31-Aug-2015
GUMPSBRIDAL.COM (DOMAIN NAME) Country: United States of America	FILED				Next Renewal Renewal Due	19-Aug-2015 19-Aug-2015
GUMPSBRIDAL.NET (DOMAIN NAME) Country: United States of America	FILED				Renewal Due Next Renewal	19-Aug-2015 19-Aug-2015
GUMPSBRIDALREGISTRY.COM (DOMAIN NAME) Country: United States of America	FILED				Renewal Due Next Renewal	13-Sep-2015 13-Sep-2015
GUMPSBRIDALREGISTRY.NET (DOMAIN NAME) Country: United States of America	FILED				Renewal Due Next Renewal	13-Sep-2015 13-Sep-2015
GUMPSBYMAIL.COM (DOMAIN NAME) Country: United States of America	FILED				Renewal Due Next Renewal	25-Apr-2011 25-Apr-2011

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Client: SF07YH Gump's Corp.

Trademark	Status	Client Ref Number	App Number Reg Number	App Date Reg Date	Next Action(s)	Due Date(s)
GUMPSGIFTS.COM (DOMAIN NAME)						
<i>Country:</i> United States of America	FILED				Renewal Due Next Renewal	13-Oct-2009 13-Oct-2009
				Resp. Off.: SF		
GUMPSGIFTS.NET (DOMAIN NAME)						
<i>Country:</i> United States of America	FILED				Renewal Due Next Renewal	13-Oct-2009 13-Oct-2009
				Resp. Off.: SF		
PALETTE (Abandoned)						
<i>Country:</i> United States of America	Abandoned		73/677701 1482347	10-Aug-1987 29-Mar-1988		
<i>Classes:</i> 16 Int.				Resp. Off.: SF		
<i>Goods:</i> 16 Int.: Mail order catalogs.						
SANTA BY THE BAY						
<i>Country:</i> United States of America	Registered		78/157774 2928234	26-Aug-2002 22-Feb-2005	Aff of Use - 5 Year Aff of Use - 6 Year	22-Feb-2010 22-Feb-2011
<i>Classes:</i> 28 Int., 35 Int.				Resp. Off.: SF	Aff of Use - 6 Mo. Stat Chk	22-Aug-2011
<i>Goods:</i> 28 Int.: Christmas tree decorations 35 Int.: Retail store services featuring Christmas tree decorations, holiday decorations for the home, holiday cards and stationery.					First Renewal First RNL - 6 Mo. Stat Chk	22-Feb-2015 22-Aug-2015
SANTABYTHEBAY.BIZ (DOMAIN NAME)						
<i>Country:</i> United States of America	FILED				Renewal Due Next Renewal	29-Jul-2014 29-Jul-2014
				Resp. Off.: SF		
SANTABYTHEBAY.COM (DOMAIN NAME)						
<i>Country:</i> United States of America	FILED				Renewal Due Next Renewal	30-Jul-2014 30-Jul-2014
				Resp. Off.: SF		

Friday, June 29, 2007

Trademark Status Report by Client

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Client: S907YH Gump's Corp.

Trademark	Status	Client Ref Number	App Number Reg Number	App Date Reg Date	Next Action(s)	Due Date(s)
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SANTARYTHERAY.NET (DOMAIN NAME)

FILED

Renewal Due

30-Jul-2014

Country: United States of America

Next Renewal

30-Jul-2014

Resp. Off.: SF

SHOU DESIGN (UNFILED)

Unfiled

Country: United States of America

Resp. Off.: SF

THE RARE, THE UNIQUE, THE IMAGINATIVE

Registered

74/551800
1913986

21-Jul-1994
22-Aug-1995

Next Renewal

22-Aug-2015

Country: United States of America

Next RNWL - 6 Mo. Stat Chk

22-Feb-2016

Classes: 42 Int.

Resp. Off.: SF

Goods: 42 Int.: Mail order catalog featuring novelty and gift items and clothing and a variety of household items.

TRADEMARK

REEL: 003592 FRAME: 0819

RECORDED: 08/01/2007