

Form PTO-1594 (Rev. 06/04)
OMB Collection 0851-0027 (ex p. 5/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

1. Name of conveying party(ies)/Execution Date(s):

Figi's, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other: _____

Citizenship (see guidelines) Wisconsin

Execution Date(s) 9/1/07

Additional names of conveying parties attached? ☒ Yes ☐ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Amendment #1 to Trademark Collateral Assignment and Security Agreement recorded 8/4/05 at Reel/Frame 3201/0730

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

A. Trademark Application No.(s) 77028752 - 77084779 - 77028768

B. Trademark Registration No.(s) 3279260 - 3282293 - 3282292

Additional sheet(s) attached? ☐ Yes ☒ No

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

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

Name: Susan O'Brien

Internal Address: UCC Direct Services, a Walters Kluwer Co.

Street Address: 187 Wolf Road - Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676 X4065

Fax Number: 800-962-7049

Email Address: cls-uds@albany@walterskluwer.com

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$165.00

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

8. Payment Information:

a. Credit Card

Last 4 Numbers 5083

Expiration Date 11/09

b. Deposit Account Number _____

Authorized User Name: _____

9. Signature:

Signature

Helen M. Linehan

Name of Person Signing

Date

Total number of pages including cover sheet, attachments, and document. 8

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$165.00 77028762

700356526

TRADEMARK
REEL: 003695 FRAME: 0664

1. Additional names of Conveying Parties

Figi's Business Services, Inc., a Wisconsin Corporation

Figi's Gifts, Inc., a Wisconsin Corporation

Figi's Mail Order Gifts, Inc., a Wisconsin corporation

**AMENDMENT NO. 1 TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

AMENDMENT NO. 1 TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Amendment"), made as of the 1st day of September, 2007, by and among FIGI'S, INC., a Wisconsin corporation, FIGI'S BUSINESS SERVICES, INC., a Wisconsin corporation, FIGI'S GIFTS, INC., a Wisconsin corporation and FIGI'S MAIL ORDER GIFTS, INC., a Wisconsin corporation (collectively, "Debtor"), and WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association (as successor by merger to Congress Financial Corporation, a Delaware corporation), in its capacity as agent (in such capacity, "Secured Party") pursuant to the Loan Agreement, acting for and on behalf of the Lenders. Unless otherwise defined herein, all capitalized terms used herein which are not defined shall have the meanings given to such terms in the Trademark Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Debtor and Secured Party are parties to the Trademark Collateral Assignment and Security Agreement, dated June 2, 2005 and recorded by the Assignment Services Division of the U.S. Patent and Trademark Office on August 4, 2005 at Reel/Frame 3201/0730 (as amended hereby and as the same may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, Debtor has, among other things, granted to Secured Party a security interest in all present and future Trademarks and Trademark applications of Debtor, together with certain related assets, and has agreed to execute and deliver to Secured Party all agreements and documents as requested by Secured Party to evidence the security interests of Secured Party therein;

WHEREAS, Debtor has certain additional Trademarks and Trademark applications registered or filed with the United States Patent and Trademark Office which are not reflected in the Trademark Security Agreement; and

WHEREAS, Debtor and Secured Party now wish to amend the Trademark Security Agreement to include such additional Trademarks and Trademark applications.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Secured Party hereby agree as follows:

1. Amendments to Trademark Security Agreement.

(a) Without limiting any of the Collateral otherwise described in the Trademark Security Agreement, Exhibit A to the Trademark Security Agreement is hereby amended to include, in addition and not by way of limitation, the Trademarks and Trademark applications described in Exhibit A attached hereto (such Trademarks and Trademark applications described on Exhibit A hereto being referred to herein as the "Additional Trademarks").

(b) All references to the term "Collateral" in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, all of the Additional Trademarks and the other assets described in Section 2 of this Amendment.

(c) All references to the term "Trademarks" in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, the Additional Trademarks.

(d) The first sentence of Section 3(g) of the Trademark Security Agreement is hereby amended by deleting such sentence in its entirety and replacing it with the following:

"On January 1 and July 1 of each calendar year, Debtor shall provide Secured Party with written notice of all applications for the registration of Trademarks which were filed with the United States Patent and Trademark Office during the immediately preceding six (6) calendar months and copies of all certificates of registration of Trademarks issued by the United States Patent and Trademark Office during the immediately preceding six (6) calendar months."

2. Confirmation of Grant of Security Interest. Without limiting the grant of the security interest or collateral assignment to Secured Party set forth in Section 1 of the Trademark Security Agreement or any other provisions thereof, Debtor hereby confirms, reaffirms and restates its prior grant to Secured Party, and hereby grants to Secured Party a continuing security interest in and a general lien upon, and a conditional assignment of, the following: (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) the Additional Trademarks, together with all rights and privileges arising under applicable law with respect to Debtor's use of the Additional Trademarks, and all reissues, extensions, continuation and renewals thereof and (ii) all prints and labels on which the Additional Trademarks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Additional Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Additional Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) all licenses, contracts or other agreements naming Debtor as licensor or licensee and providing for the grant of any rights concerning any Additional Trademark, including, without limitation, all trademark licenses described on Exhibit B hereto, together with any goodwill associated with and symbolized by any such trademark licenses and agreements; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Additional Trademarks.

3. Representations, Warranties and Covenants. All of the representations, warranties and covenants with respect to the Trademarks and the other Collateral set forth in Section 3 of the Trademark Security Agreement shall apply to the Additional Trademarks and other assets described in Section 2 of this Amendment.

4. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under

any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated, and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.

5. Counterparts. This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. This Amendment may be delivered by telecopier with the same force and effect as if it were a manually executed and delivered counterpart.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Amendment as of the day and year first above written.

FIGI'S INC.

By: 

Title: John J. Sullivan, Vice President

FIGI'S BUSINESS SERVICES, INC.

By: 

Title: John J. Sullivan, Vice President

FIGI'S GIFTS, INC.

By: 

Title: John J. Sullivan, Vice President

FIGI'S MAIL ORDER GIFTS, INC.

By: 

Title: John J. Sullivan, Vice President

WACHOVIA BANK, National Association
as Agent

By: _____

Title: _____

Signature Page to Amendment No. 1 to Trademark
Collateral and Security Agreement - Figi's, Inc.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Amendment as of the day and year first above written.

FIGI'S INC.

By: _____

Title: _____

FIGI'S BUSINESS SERVICES, INC.

By: _____

Title: _____

FIGI'S GIFTS, INC.

By: _____

Title: _____

FIGI'S MAIL ORDER GIFTS, INC.

By: _____

Title: _____

WACHOVIA BANK, National Association
as Agent

By: 

Title: Vice President

Signature Page to Amendment No. 1 to Trademark
Collateral and Security Agreement - Figi's, Inc.

TRADEMARK
REEL: 003695 FRAME: 0670

EXHIBIT A
TO
AMENDMENT #1 TO TRADEMARK COLLATERAL ASSIGNMENT AND
SECURITY AGREEMENT
FIGI'S, INC.

TRADEMARK APPLICATION #s	TRADEMARK REGISTRATION #s
77028752	3279260
77084779	3282293
77028768	3282292

(FIGI'S, INC.)

EXHIBIT B
TO
AMENDMENT NO. 1 TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

LIST OF LICENSES

- Intercompany License Agreements

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