

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
The Longaberger Company		09/16/2009	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Core Business Credit, LLC		
Street Address:	8080 N. Central Expressway		
Internal Address:	Suite 800		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75206		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 79			
Property Type	Number	Word Mark	
Registration Number:	1836823	ALL-AMERICAN COLLECTION	
Registration Number:	2869645	ALWAYS AT HOME IN YOUR HOME	
Registration Number:	2945373	AMERICAN CRAFT ORIGINALS	
Registration Number:	1842978		
Registration Number:	2788882	BEE BASKET	
Registration Number:	2089418	BEE	
Registration Number:	1938746	BEE	
Registration Number:	2775444	BLUE RIBBON COLLECTION	
Registration Number:	2817301	BOARDWALK	
Registration Number:	2247874	BONNIE LONGABERGER	
Registration Number:	2526187	CLASSIC BASKETS	
Registration Number:	2948019	COLLECTORS CLUB	
Registration Number:	2416608	COLLECTORS CLUB	

900144921

TRADEMARK
REEL: 004075 FRAME: 0599

CH \$1990.00 1836823

Registration Number:	2270572	COLLECTORS CLUB
Registration Number:	2073946	COLLECTORS CLUB
Registration Number:	2727158	DRESDEN BASKET
Registration Number:	1946189	
Registration Number:	2704161	GATEHOUSE
Registration Number:	2818819	GENERATIONS
Registration Number:	2709415	GROWING STRONG TOGETHER
Registration Number:	1858638	"HANDMADE TO BE HANDED DOWN."
Registration Number:	1836822	HEARTLAND
Registration Number:	2751472	
Registration Number:	2770577	
Registration Number:	2639955	HOMESTEAD HOLIDAYS
Registration Number:	2021439	HORIZON OF HOPE
Registration Number:	1586801	J.W. COLLECTION
Registration Number:	3119208	LONGABERGER
Registration Number:	2711463	LONGABERGER
Registration Number:	2702643	LONGABERGER
Registration Number:	2764456	LONGABERGER
Registration Number:	2719387	LONGABERGER
Registration Number:	2218078	LONGABERGER
Registration Number:	2218089	LONGABERGER
Registration Number:	2172615	LONGABERGER
Registration Number:	1813749	LONGABERGER
Registration Number:	3049041	LONGABERGER
Registration Number:	2349607	LONGABERGER
Registration Number:	2294739	LONGABERGER AT HOME
Registration Number:	1596466	LONGABERGER BASKETS
Registration Number:	2050552	LONGABERGER EXPRESS
Registration Number:	2410257	LONGABERGER GOLF CLUB
Registration Number:	2590743	LONGABERGER GOLF CLUB
Registration Number:	2345649	LONGABERGER GOLF CLUB
Registration Number:	2627348	LONGABERGER GOLF CLUB
Registration Number:	2590733	LONGABERGER GOLF CLUB
Registration Number:	2198580	LONGABERGER HEARTLAND FOODS
Registration Number:	2362876	LONGABERGER HOMESTEAD

Registration Number:	2349617	LONGABERGER
Registration Number:	2349619	LONGABERGER
Registration Number:	1662516	LONGABERGER POTTERY
Registration Number:	2297505	LONGABERGER POTTERY MADE IN THE U.S.A.
Registration Number:	2910807	LONGABERGER UNIVERSITY
Registration Number:	1907384	LONGABERGER WOODCRAFTS
Registration Number:	3078622	MAY SERIES
Registration Number:	2706618	NOTE PAL
Registration Number:	2785150	OLD GLORY
Registration Number:	2706615	PEN PAL
Registration Number:	2817040	PROUDLY AMERICAN
Registration Number:	2704162	SMALL COMFORTS
Registration Number:	3490557	SO RACHEL
Registration Number:	3490558	SOR
Registration Number:	3490563	SOR
Registration Number:	3490562	SOR SO RACHEL BY LONGABERGER
Registration Number:	2711464	STUCK ON YOU
Registration Number:	2023773	SWEETHEART BASKET
Registration Number:	2224046	THE PLACE
Registration Number:	2706617	VANITY
Registration Number:	2700359	WISHLIST
Registration Number:	3049175	WORK-A-ROUND
Registration Number:	2706616	WORK LOAD
Registration Number:	2713553	WOVEN MEMORIES BASKET
Registration Number:	1926875	WOVEN TRADITIONS
Registration Number:	2901495	WOVEN TRADITIONS
Registration Number:	2817089	WOVEN TRADITIONS
Serial Number:	77656742	AMERICAN HOME POTTERY
Serial Number:	77656778	MADE IN AMERICA MATTERS
Serial Number:	77656745	LONGABERGER AN AMERICAN CRAFT COMPANY
Serial Number:	77579409	LONGABERGER HOME

CORRESPONDENCE DATA

Fax Number: (212)801-6400

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

TRADEMARK
REEL: 004075 FRAME: 0601

Phone: 212.801.9200
Email: Gerhiserl@gtlaw.com
Correspondent Name: Heather Moulder
Address Line 1: 2200 Ross Avenue
Address Line 2: Suite 5200
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	113333.010500
-------------------------	---------------

NAME OF SUBMITTER:	Laura Gerhiser
--------------------	----------------

Signature:	/Laura Gerhiser/
------------	------------------

Date:	10/08/2009
-------	------------

Total Attachments: 15

source=Patent Copyright and Trademark Security Agreement - TM#page1.tif
source=Patent Copyright and Trademark Security Agreement - TM#page2.tif
source=Patent Copyright and Trademark Security Agreement - TM#page3.tif
source=Patent Copyright and Trademark Security Agreement - TM#page4.tif
source=Patent Copyright and Trademark Security Agreement - TM#page5.tif
source=Patent Copyright and Trademark Security Agreement - TM#page6.tif
source=Patent Copyright and Trademark Security Agreement - TM#page7.tif
source=Patent Copyright and Trademark Security Agreement - TM#page8.tif
source=Patent Copyright and Trademark Security Agreement - TM#page9.tif
source=Patent Copyright and Trademark Security Agreement - TM#page10.tif
source=Patent Copyright and Trademark Security Agreement - TM#page11.tif
source=Patent Copyright and Trademark Security Agreement - TM#page12.tif
source=Patent Copyright and Trademark Security Agreement - TM#page13.tif
source=Patent Copyright and Trademark Security Agreement - TM#page14.tif
source=Core TM Schedule - app#page1.tif



PATENT, COPYRIGHT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT, COPYRIGHT AND TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of September 16, 2009 between **THE LONGABERGER COMPANY**, an Ohio corporation (the "Borrower"), Reliable Investment Company L.L.C., an Ohio limited liability company ("RIC"; and together with the Borrower, the "Assignors" and each individually, an "Assignor") and **CORE BUSINESS CREDIT, LLC**, a Delaware limited liability company ("Secured Party"), in its capacity as Administrative Agent for the Lenders under the Loan Agreement (as defined below). All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement (as defined below).

RECITALS

A. Assignors, Secured Party and the Lenders party thereto have entered into that certain Loan and Security Agreement dated as of September 16, 2009, pursuant to which the Lenders have agreed to extend credit to Borrower on the terms and conditions set forth therein (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement").

B. In order to induce Lenders to enter into the Loan Agreement and the transactions contemplated thereby, and as a condition thereto, each Assignor is required to execute and deliver to Secured Party, on behalf of the Lenders, this Agreement and pursuant hereto to assign and grant to Secured Party a security interest (to the extent any grant of a security interest is not prohibited by applicable law or governmental authority) in and to all of Assignors' right, title, and interest in (i) the Copyrights listed on Schedule A hereto (the "Copyrights"), (ii) the Patents listed on Schedule A hereto (the "Patents"), (iii) the Trademarks listed on Schedule A hereto (the "Trademarks") (iv) the Domain Names listed on Schedule A hereto (the "Domain Names"), and (v) any other Proprietary Rights and intellectual property of Assignors (except, with respect to software licenses only, to the extent the grant of a security interest therein is prohibited by the related licensing agreement (subject to the provisions of Section 9-408 of the UCC)) (the "Other Assets"), including without limitation, formulations, manufacturing procedures, quality control procedures and product specifications relating to any products sold under the Patents, Copyrights, Trademarks and Domain Names (collectively, the Copyrights, the Patents, the Trademarks, the Domain Names and the Other Assets shall be called the "Intellectual Property Collateral"). Any such Intellectual Property Collateral that is registered or has a pending application is listed on Schedule A attached hereto and incorporated herein by reference, as the same may be amended and supplemented from time to time.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. As collateral security for the prompt and punctual payment and performance of the Obligations by Assignors and for the prompt performance by Assignors of their obligations and undertakings under this Agreement, each Assignor hereby grants to Secured Party, in its capacity as Administrative Agent for the Lenders, its successors and assigns, a security interest in all of the Intellectual Property Collateral, whether now owned or hereafter acquired by such Assignor, and hereby grants, pledges and hypothecates such Intellectual Property Collateral to Secured Party, for the benefit of the Lenders.

2. Each Assignor covenants, warrants and represents that:

(a) Set forth on Schedule A attached hereto is a true and complete list as of the date hereof of all of such Assignor's intellectual property that is registered or has a pending application.

(b) Each Assignor is the sole and exclusive owner of all of the applicable Intellectual Property Collateral, free and clear of all liens and encumbrances, except for Permitted Liens and the security interest and assignment created by this Agreement and the other Loan Documents. It is understood and agreed that each Assignor may, as part of its business, grant non-exclusive licenses to third parties to use Intellectual Property Collateral owned or developed by such Assignor. For purposes of this Agreement and the other Loan Documents, such licensing activity shall not constitute a "Lien" on such Intellectual Property Collateral. Each Assignor will defend the right, title and interest in and to all Intellectual Property Collateral material to its business against any and all claims of any third parties.

(c) The Intellectual Property Collateral is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and as of the date hereof neither Assignor has received any claim in writing by any third party that any such Intellectual Property Collateral is invalid or unenforceable.

(d) To each Assignor's knowledge, none of the Intellectual Property Collateral infringes on or conflicts with any other Person's property, and no other Person's property infringes on or conflicts with such Intellectual Property Collateral, except as would not be expected to result in a Material Adverse Effect.

(e) Execution, delivery and performance of this Agreement by Assignors does not, in any material respect (i) violate, conflict with, result in a breach of, constitute a default under, result in the termination of, or result in the creation of any encumbrances upon any of the Intellectual Property Collateral, under any agreement to which any Assignor is a party or by which any Assignor is bound, except for the security interest and assignment created by this Agreement and the other Loan Documents, or (ii) violate any laws, rules, regulations or orders applicable to any of the Intellectual Property Collateral.

(f) Each Assignor has used, and will continue to use for the duration of this Agreement, reasonably consistent standards of quality in its manufacture of the products sold under the Trademarks or utilizing any Patents, Copyrights, or Other Assets.

(g) Each Assignor shall take any and all actions as are necessary or appropriate to properly maintain, protect, preserve, care for, and enforce any of the Intellectual Property Collateral, including, without limitation, payment when due of such fees, taxes, and other expenses which shall be incurred or which shall accrue with respect to any of the Intellectual Property Collateral, except those which are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been provided in accordance with GAAP.

(h) If Secured Party deems it necessary to perfect Secured Party's interest in the Intellectual Property Collateral conveyed hereunder, each Assignor shall cause this Agreement to be properly recorded with the United States Patent and Trademark Office, the United States Copyright Office, and any other government or public office or agency of the United States of America, as applicable, and, except for these filings and except with respect to software licensing agreements, no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body of the United States of America is required either (i) for the grant by each Assignor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by such Assignor or (ii) for the perfection or the exercise by Secured Party of its rights and remedies hereunder.

(i) All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Assignors with respect to any of the Intellectual Property Collateral is accurate and complete in all material respects.

3. Each Assignor hereby grants to Secured Party and its employees, representatives and agents the right to visit during regular business hours upon reasonable notice any of Assignors' plants and facilities that manufacture, inspect or store products that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto. Notwithstanding the foregoing, Assignors hereby acknowledge and agree that nothing in this Section 3 shall in any way expand, limit or otherwise modify any of the rights of Secured Party under the Loan Agreement.

4. Assignors agree that, until all of the Obligations under the Loan Documents shall have been indefeasibly paid and satisfied in full, except as expressly permitted by any other Loan Document, Assignors will not sell, assign, transfer or sub-license any of their rights or interests hereunder, or enter into any other agreement which is inconsistent with Assignors' obligations hereunder, without the prior written consent of Secured Party.

5. If, before the Obligations of the Assignors shall have been indefeasibly paid and satisfied in full, Assignors shall obtain rights to any new Copyrights, Patents, Trademarks, Domain Names or Other Assets not listed in Schedule A, the provisions of this

Agreement shall automatically apply thereto (to the extent the grant of a security interest therein is not prohibited by applicable law or governmental authority), and to the extent an application for registration of such Copyrights, Patents, Trademarks, Domain Names or Other Assets is made, Assignors shall give Secured Party written notice thereof in accordance the provisions set forth in Section 14.6 of the Loan Agreement.

6. Each Assignor authorizes Secured Party to modify this Agreement by amending Schedule A to include any new Copyrights, Patents, Trademarks, Domain Names or Other Assets which are registered or have a pending application (to the extent the grant of a security interest therein is not prohibited by applicable law or governmental authority) without the necessity of any Assignor's approval of or signature to such amendment, and Assignors shall do all such other acts (at their own expense) deemed reasonably necessary, appropriate or advisable by Secured Party to implement or preserve Secured Party's interests therein. All representations and warranties of Assignors set forth herein shall be deemed to be restated by Assignors as of the date of any such amendment of or supplement to Schedule A with full force and effect as though made on such date.

7. If any Event of Default shall have occurred and be continuing, Secured Party shall have, in addition to all other rights and remedies given by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any applicable jurisdiction and, without limiting the generality of the foregoing, Secured Party may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, at a location reasonably convenient to Secured Party and Assignors, as determined in good faith by Secured Party, or elsewhere, all or from time to time any part of the Intellectual Property Collateral, or any interest which Assignors may have therein, and after deducting from the proceeds of sale or other disposition of any part of the Intellectual Property Collateral all costs, fees and expenses payable by Assignors in accordance with the Loan Agreement (including all expenses for broker's fees and legal services), shall apply the residual of such proceeds to the payment of the Obligations of Assignors. Any remainder of the proceeds after payment in full of the Obligations of Assignors shall be paid over to Assignors. Notice of any sale or other disposition of any part of the Intellectual Property Collateral shall be given to Assignors at least ten (10) days (or such longer period as required by applicable law) before the time of any intended public or private sale or other disposition thereof is to be made, which Assignors hereby agree shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Secured Party may, to the extent permissible under applicable law, purchase the whole or any part of any of the Intellectual Property Collateral sold, free from any right of redemption on the part of Assignors, which right is hereby waived and released.

8. Subject to the terms of the Loan Agreement, at such time as Assignors shall indefeasibly pay and satisfy in full all of the Obligations, this Agreement shall terminate and Secured Party shall execute and deliver to Assignors all deeds, assignments, termination statements under the Uniform Commercial Code, and other instruments as may

be necessary or proper to release Secured Party's security interest in and/or re-vest in the respective Assignor full title to any part of the Intellectual Property Collateral, subject to any disposition thereof which may have been made by Secured Party pursuant hereto.

9. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses incurred by Secured Party in connection with defending or prosecuting any actions or proceedings arising out of or related to any part of the Intellectual Property Collateral, shall be borne and paid by Assignors on demand by Secured Party.

10. Assignors agree to take, at their own expense, commercially reasonable steps to pursue diligently any applications related to any Intellectual Property Collateral material to such Assignor's business pending as of the date of this Agreement or thereafter until the Obligations of the Assignors shall have been indefeasibly paid in full, and to make federal application on registrable but unregistered Trademarks, Copyrights or Patents. Any expenses incurred in connection therewith shall be borne by Assignors. Except as permitted by the Loan Agreement, no Assignor shall abandon or dedicate to the public any of the Intellectual Property Collateral material to its business, nor do any act nor omit to do any act if such act or omission is of a character that tends to cause or contribute to the abandonment or dedication to the public of any part of the Intellectual Property Collateral material to its business or loss of or adverse effect on any rights in any part of the Intellectual Property Collateral material to its business, without the prior written consent of Secured Party, which consent shall not be unreasonably withheld.

11. Assignors shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect any part of the Intellectual Property Collateral, in which event Secured Party may, if necessary, be joined as a nominal party to such suit if Secured Party shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Assignors shall, promptly, upon demand, jointly and severally reimburse and indemnify Secured Party for all costs, fees and expenses, including reasonable attorneys' fees, incurred by Secured Party in the fulfillment of the provisions of this Section 11 in accordance with the terms of the Loan Agreement.

12. If an Event of Default has occurred and is continuing under the Loan Agreement, each Assignor hereby authorizes and empowers Secured Party to make, constitute and appoint any officer or agent of Secured Party as Secured Party may select, in its exclusive discretion, as such Assignor's true and lawful attorney-in-fact, with the power to endorse such Assignor's name on all applications, documents, papers and instruments necessary for Secured Party to use any of the Intellectual Property Collateral, or to grant or issue any exclusive or non-exclusive license under any of the Intellectual Property Collateral to anyone else, or necessary for Secured Party to assign, pledge, convey or otherwise transfer title in or dispose of any of the Intellectual Property Collateral to anyone else. Each Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement shall terminate pursuant to the terms herein.

13. If any Assignor fails to comply with any of its obligations hereunder after giving effect to any applicable grace periods, Secured Party may do so in such Assignor's name or in Secured Party's name, but at Assignors' expense, and Assignors hereby agree, jointly and severally, to reimburse Secured Party in full for all costs, fees and expenses, including reasonable attorneys' fees, incurred by Secured Party in protecting, defending and maintaining any of the Intellectual Property Collateral.

14. This Agreement is supplemental to the Loan Agreement, and in no event shall this Agreement, or the recordation of this Agreement or any other documents in connection herewith with the United States Patent and Trademark Office, the United States Copyright Office, or any other government or public office or agency of the United States of America, adversely effect or impair, in any way or to any extent, the other Loan Documents, and the security interest of Secured Party in the Collateral (including the Intellectual Property Collateral) pursuant to the other Loan Documents. Any and all rights and interests of Secured Party in and to the Intellectual Property Collateral (and any and all obligations of Assignors with respect to the Intellectual Property Collateral) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of Secured Party (and the obligations of Assignors) in, to, or with respect to the Collateral (including Intellectual Property Collateral) provided in or arising under or in connection with the other Loan Documents. In the event of a conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.

15. No course of dealing between Assignors and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the Loan 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.

16. All of Secured Party's rights and remedies with respect to any of the Intellectual Property Collateral, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

17. Notices that are required to be delivered hereunder shall be sufficient if in writing and sent to the addresses set forth in the Loan Agreement, in the manner and within the time specified in the Loan Agreement.

18. 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.

19. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 6.

20. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

21. Acknowledgement of Intercreditor Agreement. The Secured Party hereby acknowledges and agrees that certain of its rights and remedies hereunder may be limited as set forth in, and are subject to, the Intercreditor Agreement.

22. Governing Law; Venue.

(a) This Agreement shall be governed and construed in accordance with the internal laws of the State of Texas without regard to its conflicts of law principles.

(b) Any legal action or proceeding with respect to this Agreement may be brought in the courts of the State of Texas or in the United States District Court for the Northern District of Texas, and by execution and delivery of this Agreement, Assignors and Secured Party each consents to the non-exclusive jurisdiction of those courts. Assignors and Secured Party each irrevocably waives any objection, including any objection to venue on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any such action or proceeding in such jurisdiction. Notwithstanding the foregoing, Secured Party shall have the right to bring any action or proceeding against Assignors or their property in the courts of any other jurisdiction Secured Party deems necessary or appropriate in order to exercise remedies with respect to the Collateral.

23. Waiver of Jury Trial. ASSIGNORS AND SECURED PARTY EACH IRREVOCABLY WAIVES ITS RESPECTIVE RIGHT TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY KIND BROUGHT BY EITHER AGAINST THE OTHER, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE. ASSIGNORS AND SECURED PARTY EACH AGREES THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT OR ANY PROVISION HEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT, WHETHER OR NOT SPECIFICALLY SET FORTH THEREIN.

24. Indemnity and Expenses. In addition to, but not in qualification or limitation

of, any similar obligations under other Loan Documents:

(A) ASSIGNORS, JOINTLY AND SEVERALLY, WILL INDEMNIFY, DEFEND AND HOLD HARMLESS SECURED PARTY AND EACH LENDER FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES AND LIABILITIES ARISING OUT OF OR RESULTING FROM THIS AGREEMENT (INCLUDING ENFORCEMENT OF THIS AGREEMENT), WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY, WHETHER BROUGHT BY A THIRD PARTY OR BY ANY ASSIGNOR, AND REGARDLESS OF WHETHER ANY INDEMNITEE IS A PARTY THERETO, IN ALL CASES, WHETHER OR NOT CAUSED BY OR ARISING, IN WHOLE OR IN PART, OUT OF THE NEGLIGENCE OF THE INDEMNITEE; PROVIDED THAT SUCH INDEMNITY SHALL NOT, AS TO ANY INDEMNITEE, BE AVAILABLE TO THE EXTENT THAT SUCH LOSSES, CLAIMS, DAMAGES, LIABILITIES OR RELATED EXPENSES (X) ARE DETERMINED BY A COURT OF COMPETENT JURISDICTION BY FINAL AND NONAPPEALABLE JUDGMENT TO HAVE RESULTED SOLELY AND DIRECTLY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNITEE OR (Y) RESULT FROM A CLAIM BROUGHT BY ANY ASSIGNOR AGAINST AN INDEMNITEE FOR BREACH IN BAD FAITH OF SUCH INDEMNITEE'S OBLIGATIONS HEREUNDER OR UNDER ANY OTHER LOAN DOCUMENT, IF SUCH ASSIGNOR HAS OBTAINED A FINAL AND NONAPPEALABLE JUDGMENT IN ITS FAVOR ON SUCH CLAIM AS DETERMINED BY A COURT OF COMPETENT JURISDICTION.

(B) ASSIGNORS WILL UPON DEMAND, JOINTLY AND SEVERALLY, PAY TO SECURED PARTY THE AMOUNT OF ANY AND ALL FEES, COSTS AND EXPENSES, INCLUDING THE FEES AND DISBURSEMENTS OF SECURED PARTY'S COUNSEL AND OF ANY EXPERTS AND AGENTS, WHICH SECURED PARTY MAY INCUR IN CONNECTION WITH (A) THE TRANSACTIONS WHICH GIVE RISE TO THIS AGREEMENT, (B) THE PREPARATION OF THIS AGREEMENT AND THE PERFECTION AND PRESERVATION OF THIS SECURITY INTEREST CREATED UNDER THIS AGREEMENT, (C) THE ADMINISTRATION OF THIS AGREEMENT; (D) THE CUSTODY, PRESERVATION, USE OR OPERATION OF, OR THE SALE OF, COLLECTION FROM, OR OTHER REALIZATION UPON, ANY INTELLECTUAL PROPERTY COLLATERAL; (E) THE EXERCISE OR ENFORCEMENT OF ANY OF THE RIGHTS OF SECURED PARTY HEREUNDER; OR (F) THE FAILURE BY ASSIGNORS TO PERFORM OR OBSERVE ANY OF THE PROVISIONS HEREOF, EXCEPT EXPENSES RESULTING FROM SECURED PARTY'S GROSS NEGLIGENCE, BAD FAITH OR WILLFUL MISCONDUCT.

25. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties hereby acknowledge and agree that

facsimile, emailed or any other means of electronic transmission of signature pages to this Agreement shall have the same force and effect as original signatures.

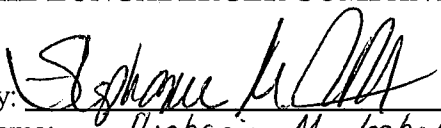
26. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten agreements between the parties.

[SIGNATURES ON FOLLOWING PAGE]

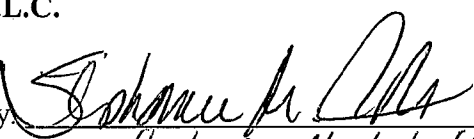
IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the date set forth above.

ASSIGNORS:

THE LONGABERGER COMPANY

By: 
Name: Stephan M. Imhoff
Title: VP of Finance

**RELIABLE INVESTMENT COMPANY
L.L.C.**

By: 
Name: Stephan M. Imhoff
Title: VP of Finance

SECURED PARTY:

CORE BUSINESS CREDIT, LLC

By: *Greg Bentley*
Name: *Greg Bentley*
Title: *SE Vice President*

SCHEDULE A
Intellectual Property Collateral

ISSUED PATENTS AND PENDING PATENT APPLICATIONS

None.

**REGISTERED TRADEMARKS AND
PENDING TRADEMARK APPLICATIONS**
Registered U.S. Trademarks:

Registration	Country	Registration Number	Registration Date
ALL AMERICAN COLLECTION	U.S.	1836823	17-May-1994
ALWAYS AT HOME IN YOUR HOME	U.S.	2869645	03-Aug-2004
AMERICAN CRAFT ORIGINALS	U.S.	2945373	26-Apr-2005
BARN Design	U.S.	1842978	05-Jul-1994
BEE BASKET	U.S.	2788882	02-Dec-2003
BEE in class 25	U.S.	2089418	19-Aug-1997
BEE in class 41	U.S.	1938746	28-Nov-1995
BLUE RIBBON COLLECTION	U.S.	2775444	21-Oct-2003
BOARDWALK	U.S.	2817301	24-Feb-2004
BONNIE LONGABERGER	U.S.	2247874	25-May-1999
CLASSIC BASKETS	U.S.	2526187	01-Jan-2002
COLLECTORS CLUB	U.S.	2948019	10-May-2005
COLLECTORS CLUB (Stylized)	U.S.	2416608	26-Dec-2000
COLLECTORS CLUB (Stylized)	U.S.	2270572	17-Aug-1999
COLLECTORS CLUB (Stylized) in class 21	U.S.	2073946	24-Jun-1997
DRESDEN BASKET	U.S.	2727158	17-Jun-2003
FOUR PETAL DESIGN	U.S.	1946189	09-Jan-1996
GATEHOUSE	U.S.	2704161	08-Apr-2003
GENERATIONS	U.S.	2818819	02-Mar-2004
GROWING STRONG TOGETHER	U.S.	2709415	22-Apr-2003
HANDMADE TO BE HANDED DOWN	U.S.	1858638	18-Oct-1994
HEARTLAND	U.S.	1836822	17-May-1994
HOME OFFICE BUILDING Design	U.S.	2751472	12-Aug-2003
HOME OFFICE BUILDING Design	U.S.	2770577	07-Oct-2003
HOMESTEAD HOLIDAYS	U.S.	2639955	22-Oct-2002
HORIZON OF HOPE	U.S.	2021439	03-Dec-1996
J.W. COLLECTION	U.S.	1586801	13-Mar-1990
LONGABERGER	U.S.	3119208	25-Jul-2006
LONGABERGER	U.S.	2711463	29-Apr-2003
LONGABERGER	U.S.	2702643	01-Apr-2003
LONGABERGER	U.S.	2764456	16-Sep-2003
LONGABERGER	U.S.	2719387	27-May-2003
LONGABERGER	U.S.	2218078	19-Jan-1999
LONGABERGER	U.S.	2218089	19-Jan-1999
LONGABERGER	U.S.	2172615	14-Jul-1998
LONGABERGER	U.S.	1813749	28-Dec-1993
LONGABERGER	U.S.	3049041	24-Jan-2006
LONGABERGER	U.S.	2349607	16-May-2000
LONGABERGER AT HOME	U.S.	2294739	23-Nov-1999
LONGABERGER BASKETS	U.S.	1596466	15-May-1990
LONGABERGER EXPRESS	U.S.	2050552	08-Apr-1997
LONGABERGER GOLF CLUB	U.S.	2410257	05-Dec-2000

Registration	Country	Registration Number	Registration Date
LONGABERGER GOLF CLUB & Design	U.S.	2590743	09-Jul-2002
LONGABERGER GOLF CLUB & Design	U.S.	2345649	25-Apr-2000
LONGABERGER GOLF CLUB & Design in cl. 16, 18, 21	U.S.	2627348	01-Oct-2002
LONGABERGER GOLF CLUB & Design in cl. 24, 25, 28	U.S.	2590733	09-Jul-2002
LONGABERGER HEARTLAND FOODS	U.S.	2198580	20-Oct-1998
LONGABERGER HOME	U.S.		
LONGABERGER HOMESTEAD	U.S.	2362876	27-Jun-2000
LONGABERGER in class 18	U.S.	2349617	16-May-2000
LONGABERGER in classes 14 and 16	U.S.	2349619	16-May-2000
LONGABERGER POTTERY	U.S.	1662516	29-Oct-1991
LONGABERGER POTTERY MADE IN THE U.S.A. & DESIGN	U.S.	2297505	07-Dec-1999
LONGABERGER UNIVERSITY	U.S.	2910807	14-Dec-2004
LONGABERGER WOODCRAFTS	U.S.	1907384	25-Jul-1995
MAY SERIES	U.S.	3078622	11-Apr-2006
NOTE PAL	U.S.	2706618	15-Apr-2003
OLD GLORY	U.S.	2785150	18-Nov-2003
PEN PAL	U.S.	2706615	15-Apr-2003
PROUDLY AMERICAN	U.S.	2817040	24-Feb-2004
SMALL COMFORTS	U.S.	2704162	08-Apr-2003
SO RACHEL	U.S.	3490557	19-Aug-2008
SOR	U.S.	3490558	19-Aug-2008
SOR	U.S.	3490563	19-Aug-2008
SOR SO RACHEL BY LONGABERGER	U.S.	3490562	19-Aug-2008
STUCK ON YOU	U.S.	2711464	29-Apr-2003
SWEETHEART BASKET	U.S.	2023773	17-Dec-1996
THE PLACE	U.S.	2224046	16-Feb-1999
VANITY	U.S.	2706617	15-Apr-2003
WISHLIST	U.S.	2700359	25-Mar-2003
WORK-A-ROUND	U.S.	3049175	24-Jan-2006
WORK LOAD	U.S.	2706616	15-Apr-2003
WOVEN MEMORIES BASKET	U.S.	2713553	06-May-2003
WOVEN TRADITIONS	U.S.	1926875	17-Oct-1995
WOVEN TRADITIONS	U.S.	2901495	09-Nov-2004
WOVEN TRADITIONS	U.S.	2817089	24-Feb-2004

PENDING TRADEMARK APPLICATIONS

Registration	Country	Filing Date	Serial Number	Registration Number
AMERICAN HOME POTTERY	U.S.	4/9/2009	77,656,742	Pending
MADE IN AMERICA MATTERS	U.S.	1/26/2009	77,656,778	Pending
LONGABERGER HOME (online video magazine)	U.S.	9/26/2008	77,579,409	Pending
LONGABERGER AN AMERICAN CRAFT COMPANY (with flag design)	U.S.	1/26/2009	77,656,745	Pending

PATENT, COPYRIGHT AND TRADEMARK SECURITY AGREEMENT

DAL 77,513,942.7

RECORDED: 10/08/2009

TRADEMARK
REEL: 004075 FRAME: 0617