

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
Tracy Porter, Inc.		12/29/2009	CORPORATION: WISCONSIN
Tracy Porter Interactive, LLC		12/29/2009	LIMITED LIABILITY COMPANY: WISCONSIN

RECEIVING PARTY DATA

Name:	First Chicago Bank and Trust
Street Address:	1040 W. Randolph Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60607
Entity Type:	Illinois State Chartered Bank: ILLINOIS

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2461871	TRACY PORTER
Registration Number:	2525277	TRACY PORTER
Registration Number:	3295237	TRACY PORTER
Registration Number:	3145590	TRACY PORTER
Registration Number:	3267248	TRACY
Registration Number:	3267279	LIVE YOUR PASSION

CORRESPONDENCE DATA

Fax Number: (312)782-1745
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: amauro@thompsoncoburn.com
 Correspondent Name: Anita L. Bryant
 Address Line 1: 55 E. Monroe, 37th Floor
 Address Line 4: Chicago, ILLINOIS 60603

OP \$165.00 2461871

ATTORNEY DOCKET NUMBER:	49774.82101
NAME OF SUBMITTER:	Anita L. Bryant
Signature:	/Anita L. Bryant/
Date:	01/25/2010

Total Attachments: 43

source=Tracy IP Security Agr#page1.tif
source=Tracy IP Security Agr#page2.tif
source=Tracy IP Security Agr#page3.tif
source=Tracy IP Security Agr#page4.tif
source=Tracy IP Security Agr#page5.tif
source=Tracy IP Security Agr#page6.tif
source=Tracy IP Security Agr#page7.tif
source=Tracy IP Security Agr#page8.tif
source=Tracy IP Security Agr#page9.tif
source=Tracy IP Security Agr#page10.tif
source=Tracy IP Security Agr#page11.tif
source=Tracy IP Security Agr#page12.tif
source=Tracy IP Security Agr#page13.tif
source=Tracy IP Security Agr#page14.tif
source=Tracy IP Security Agr#page15.tif
source=Tracy IP Security Agr#page16.tif
source=Tracy IP Security Agr#page17.tif
source=Tracy IP Security Agr#page18.tif
source=Tracy IP Security Agr#page19.tif
source=Tracy IP Security Agr#page20.tif
source=Tracy IP Security Agr#page21.tif
source=Tracy IP Security Agr#page22.tif
source=Tracy IP Security Agr#page23.tif
source=Tracy IP Security Agr#page24.tif
source=Tracy IP Security Agr#page25.tif
source=Tracy IP Security Agr#page26.tif
source=Tracy IP Security Agr#page27.tif
source=Tracy IP Security Agr#page28.tif
source=Tracy IP Security Agr#page29.tif
source=Tracy IP Security Agr#page30.tif
source=Tracy IP Security Agr#page31.tif
source=Tracy IP Security Agr#page32.tif
source=Tracy IP Security Agr#page33.tif
source=Tracy IP Security Agr#page34.tif
source=Tracy IP Security Agr#page35.tif
source=Tracy IP Security Agr#page36.tif
source=Tracy IP Security Agr#page37.tif
source=Tracy IP Security Agr#page38.tif
source=Tracy IP Security Agr#page39.tif
source=Tracy IP Security Agr#page40.tif
source=Tracy IP Security Agr#page41.tif
source=Tracy IP Security Agr#page42.tif
source=Tracy IP Security Agr#page43.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made and entered into as of December 29, 2009, by and among First Chicago Bank and Trust, an Illinois state chartered bank ("Lender"), and Tracy Porter, Inc., a Wisconsin corporation ("Company"), and Tracy Porter Interactive, LLC, a Wisconsin limited liability company, also known as Tracy Porter.com ("Tracy Porter Interactive") ("Company and Tracy Porter Interactive are each individually a "Borrower" and collectively the "Borrowers").

WITNESSETH:

WHEREAS, Lender provided certain extensions of credit, loans and other financial accommodations (the "Financial Accommodations") to Borrowers pursuant to that certain Amended and Restated Loan and Security Agreement dated as of April 14, 2009, as amended by that certain First Amendment to Amended and Restated Loan and Security Agreement of even date herewith (the "First Amendment"), each by and among Lender and Borrowers (as may be further amended or restated from time to time, the "Loan Agreement") and the "Other Agreements" (as defined in the Loan Agreement) (the Loan Agreement, together with the Other Agreements are collectively the "Loan Documents");

WHEREAS, pursuant to the Loan Documents, Borrowers granted to Lender a first position priority security interest and lien in and to all of Borrowers' assets, including, without limitation, all patents, trademarks, trademark registrations, trade names, copyrights, all applications therefor and all other intellectual or proprietary rights or interests of any kind, nature or description whatsoever; and

WHEREAS, Lender is willing to enter into the First Amendment and provide or continue to provide the Financial Accommodations to Borrowers, provided, among other things, Borrowers execute and deliver this Agreement to Lender.

NOW, THEREFORE, in consideration of the Financial Accommodations, the mutual promises and understandings of Borrowers and Lender set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrowers covenant unto and agree with Lender as follows:

1. **Incorporation of Loan Agreement.** The Loan Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms in this Agreement, including the Exhibits, which have an initial capital letter where not required by the rules of grammar, and which are not otherwise defined herein, are used herein as defined in the Loan Agreement.

2. **Collateral Assignment of Intellectual Property.** To secure the full and timely payment and performance of all now existing and hereafter arising obligations and indebtedness of Borrowers or either Borrower to Lender, including, without limitation the Liabilities, each Borrower hereby grants and conveys to Lender a first position priority security interest and lien in and to all of such Borrower's right, title and interest in and to all of its now owned or existing and hereafter acquired or arising (collectively the "Intellectual Property Collateral"):

A. (i) trademarks, trademark registrations and applications therefor, including, without limitation, the trademarks, trademark registrations and applications listed on Exhibit "A", (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements

thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively the "Trademarks");

B. (i) patents, patent registrations and applications therefor, including, without limitation, the inventions and improvements claimed in connection therewith, and the patents, patent registrations and the applications listed on Exhibit "B", (ii) renewals, reissues, divisions, continuations, extensions and continuations-in-part thereof, (iii) all income, royalties, damages and payments now or hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof; and (v) all rights corresponding thereto throughout the world (collectively the "Patents");

C. (i) copyrights and applications for registration, including, without limitation, the copyrights and applications for registration listed on Exhibit "C", (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively the "Copyrights");

D. license agreements for Trademarks, Patents and Copyrights, whether such Borrower is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit "D", and the right to prepare for sale, sell and advertise for sale all "Inventory" as defined in the Loan Agreement now or hereafter owned by such Borrower and now or hereafter covered by such licenses (collectively the "Licenses"); and

E. the goodwill of such Borrower's business connected with and symbolized by the Trademarks, Patents, Copyrights and Licenses.

This Agreement is made for collateral purposes only. Borrowers acknowledge and agree that upon the occurrence and continuance of an Event of Default, and upon written notice to Borrowers, the Intellectual Property Collateral shall be immediately conveyed to Lender without any further action by any party, and Lender shall have the power to use and/or sell the Intellectual Property Collateral. Borrowers covenant and agree to execute and deliver to Lender all agreements, instruments, documents and other written matter that Lender may request, in form and substance acceptable to Lender, to perfect and maintain perfected Lender's security interests and lien in and to the Intellectual Property Collateral and to consummate the transactions contemplated by this Paragraph 2.

3. **Restrictions on Future Agreements.**

A. Borrowers agree that until the Liabilities shall have been indefeasibly paid and satisfied in full and the Loan Documents have been terminated, Borrowers will not, without Lender's prior written consent, enter into any document, instrument or agreement which is inconsistent with Borrowers' obligations under this Agreement. Borrowers further agree that they will not take any action, or permit any action to be taken by others subject to their control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Lender under this Agreement.

B. Each Borrower hereby represents and warrants to Lender that such Borrower has not granted any license to any Person other than Lender in connection with any of the Intellectual Property Collateral, other than the licenses listed on Schedule "D" attached hereto. Each Borrower

hereby covenants unto Lender that until the Liabilities shall have been indefeasibly paid and satisfied in full and the Loan Documents have been terminated, such Borrower shall not grant any license to any third party in connection with the Intellectual Property Collateral without Lender's prior written consent.

4. **New Trademarks, Patents, Copyrights and Licenses.** Each Borrower represents and warrants that the Trademarks, Patents, Copyrights and Licenses listed on Exhibits "A", "B", "C" and "D" respectively constitute all of the trademarks, trademark registrations, patents, patent registrations, copyrights, applications therefor and licenses now owned by such Borrower. If, prior to payment of the Liabilities in full, such Borrower shall (i) obtain rights to any new trademarks, trademark registrations, trademark applications, patents, patent registrations, patent applications, copyrights, application for copyright registration or licenses, or (ii) become entitled to the benefit of any trademark, trademark registration, trademark application, copyright, application for copyright registration or license renewal, the provisions of Paragraph 2 above shall automatically apply thereto and such Borrower shall provide Lender with immediate notice thereof. Borrowers hereby authorize Lender to modify this Agreement by amending Exhibits "A", "B", "C" and "D" to include any future trademarks, trademark registrations, trademark applications, patents, patent registrations, patent applications, copyrights, applications for copyright registration and licenses.

5. **Royalties; Terms.** Each Borrower hereby agrees that the use by Lender of all Intellectual Property Collateral after an Event of Default as described above shall be without any liability for royalties or other related charges from Lender to Borrowers. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Trademarks, Patents, Copyrights and Licenses assigned hereunder, or (ii) the payment to Lender of the Liabilities in full and the termination of the Loan Documents.

6. **Lender's Right to Inspect.** Lender shall have the right, at any reasonable times during normal business hours, and, without hindrance or delay, to inspect Borrowers' premises and to examine Borrowers' books, records and operations, including, without limitation, Borrowers' quality control processes. Upon an Event of Default, Borrowers agree that Lender shall have the right to establish such additional product quality controls as Lender, in its sole discretion, may deem necessary to assure maintenance of the quality of products sold by Borrowers under the Trademarks, Patents, Copyrights or Licenses. Each Borrower agrees (i) not to sell or assign its interest in, or grant any licenses under, the Trademarks, Patents, Copyrights or Licenses without Lender's consent; (ii) to maintain the quality of any and all products produced in connection with the Intellectual Property Collateral consistent with the quality of said products as of the date hereof; and (iii) not to adversely change or alter the quality of said products in any way without Lender's prior written consent.

7. **Nature and Termination of Lender's Security Interest.** This Agreement is made for collateral purposes only. Except as otherwise provided in Paragraphs 3, 6 and 13 hereof, nothing contained herein shall be deemed to limit in any way Borrowers' right to use the Trademarks, Patents, Copyrights or Licenses or to grant to Lender any right to use the Trademarks, Patents, Copyrights or Licenses prior to an Event of Default.

8. **Duties of Borrowers.** Unless otherwise consented to by Lender in writing, Borrowers shall have the duty (i) to prosecute diligently any trademark, patent and copyright registration pending as of the date hereof or at any time hereafter, until the Liabilities shall have been paid in full, (ii) to make applications for trademarks, patents and copyrights, as appropriate, and (iii) to preserve and maintain all Intellectual Property Collateral. Any expenses incurred in connection with such applications shall be borne by Borrowers. Borrowers shall not abandon any Intellectual Property Collateral, without the consent of Lender, which consent shall not be unreasonably withheld or delayed.

9. **Lender's Right to Sue.** Upon an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name or in the name of a Borrower to enforce the Trademarks, Patents, Copyrights and Licenses. If Lender shall commence any such suit, Borrowers shall, at the request of Lender, do any and all acts and execute any and all instruments, documents and agreements required by Lender to enforce such Intellectual Property Collateral, and Borrowers shall promptly, upon demand, reimburse and indemnify Lender for all reasonable costs and expenses incurred by Lender in the exercise of its rights and remedies under this Paragraph 9.

10. **Waivers.** Lender's failure at any time or times hereafter to require strict performance by Borrowers of any provision of this Agreement shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith. Any suspension or waiver by Lender of an Event of Default shall not suspend, waive or affect any other Event of Default, whether same is prior or subsequent thereto and whether of the same or a different type. None of the undertakings, agreements, warranties, covenants and representations of Borrowers contained in this Agreement and no Event of Default by Borrowers shall be deemed to have been suspended or waived by Lender unless such suspension or waiver is in writing signed by an officer of Lender and directed to Borrowers specifying such suspension or waiver.

11. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

12. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 4 hereof or by a writing signed by the parties hereto.

13. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Lender's rights and remedies with respect to the Intellectual Property Collateral, whether established hereby, by the Loan Documents, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Borrower hereby authorizes Lender to make, constitute and appoint any officer of Lender as such Borrower's true and lawful attorney-in-fact, with power, upon and during the continuance of an Event of Default and commencement by Lender of any of its rights and remedies whatsoever, whether pursuant to this Agreement, the Loan Documents, at law, in equity or otherwise, to (a) endorse such Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in connection with selling the Intellectual Property Collateral, (b) take any other actions with respect to the Intellectual Property Collateral as Lender decides in its sole and absolute discretion, (c) assign, pledge, sell, convey or otherwise transfer title in or dispose of the Intellectual Property Collateral to any person or entity as Lender may determine in its discretion, and (d) grant or issue any non-exclusive license under the Intellectual Property Collateral, to any person or entity. Each Borrower agrees to indemnify Lender for any infringement claims or other similar claims filed or asserted against Lender from the use of any of the Intellectual Property Collateral. Borrowers hereby ratify all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been paid in full and all financing arrangements between Borrowers and Lender have been terminated. Borrowers acknowledge and agree that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Documents, at law or in equity, but rather is in addition to and intended to facilitate the exercise of such rights and remedies.

14. **Binding Effect; Benefits.** This Agreement shall be binding upon Borrowers and their successors and assigns, and shall inure to the benefit of Lender, its nominees, successors and assigns.

15. **Notice.** Any and all notices, exercises, demands, requests, consents, designations, waivers and other communications required or desired hereunder shall be delivered to the parties hereto at their addresses set forth in the Loan Agreement and shall be effective as set forth in the Loan Agreement.


16. **Governing Law.** This Agreement shall be deemed to have been executed and delivered in Chicago, Illinois, and shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of the State of Illinois.

17. **Joint and Several.** All references to “Borrowers” and “Borrower” shall mean Company and Tracy Porter Interactive, both individually and collectively, and jointly and severally, and all representations, warranties, duties, covenants, agreements and obligations of Borrowers shall be the individual and collective representations, warranties, duties, covenants, agreements and obligations of each of Company and Tracy Porter Interactive.

[signature page follows]

IN WITNESS WHEREOF, Borrowers' duly authorized officers, members or managers, as applicable, have executed this Agreement as of the date first set forth above.


TRACY PORTER, INC.,
a Wisconsin corporation

By: 

John C. Porter, President

TRACY PORTER INTERACTIVE, LLC,
a Wisconsin limited liability company

By: Tracy Porter, Inc., its sole member

By: 

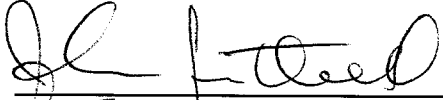
John C. Porter, President

[Signature Page to Intellectual Property Security Agreement]

ACCEPTANCE

The undersigned as Lender accepts the foregoing Collateral Assignment of Intellectual Property.

FIRST CHICAGO BANK AND TRUST,
an Illinois state chartered bank

By: 
Name: JOHN LITZELL
Title: SVP

[Acceptance Page to Intellectual Property Security Agreement]

SCHEDULE A

**TO
COLLATERAL ASSIGNMENT OF
INTELLECTUAL PROPERTY**

Trademarks and Trademark Registrations

Registrations:

	<u>Trademark</u>	<u>Registration No.</u>	<u>Filing Date</u>
COMPANY			
	TRACY PORTER	2461871	May 15, 2000
	TRACY PORTER	2525277	March 20, 2001
	TRACY PORTER	3295237	October 21, 2005
	TRACY PORTER	3145590	December 8, 2005
	TRACY	3267248	September 20, 2006
TRACY PORTER INTERACTIVE			
	LIVE YOUR PASSION	3267279	September 21, 2006

Applications:

	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
COMPANY			
	N/A		
TRACY PORTER INTERACTIVE			
	N/A		

SCHEDULE B
TO
COLLATERAL ASSIGNMENT OF
INTELLECTUAL PROPERTY

Patents and Patent Registrations

	<u>Patent</u>	<u>Patent No.</u>	<u>Filing Date</u>
COMPANY	N/A		
TRACY PORTER INTERACTIVE	N/A		

SCHEDULE C

**TO
COLLATERAL ASSIGNMENT OF
INTELLECTUAL PROPERTY**

Copyrights and Copyright Applications

<u>Copyright</u>	<u>Date</u>	<u>Title</u>
-------------------------	--------------------	---------------------

COMPANY

See list of 32 registered copyrights attached.

**TRACY PORTER
INTERACTIVE**

N/A

Type of Work: Text

Registration Number / Date:
TX0006591123 / 2007-06-15

Title: Tracy Porter : lighting designed exclusively for Savoy
hour, June 2007.

Copyright Claimant:
Tracy Porter, Inc.

Date of Creation: 2007

Date of Publication:
2007-06-07

Authorship on Application:
text: Tracy Porter, Inc., employer for hire.; photo: Media
Resource Group, LLC, employer for hire; photos & text:
Progressive Lighting, Inc., employer for hire.

Copyright Note: Cataloged from appl. only.

Other Title: Lighting designe exclusively for Savoy hour

Names: Tracy Porter, Inc.
Media Resource Group, LLC
Progressive Lighting, Inc.

=====

Type of Work: Text

Registration Number / Date:
TX0006591827 / 2007-01-22

Title: Tracy Porter : lighting designed exclusively for Savoy
House 2007.

Copyright Claimant:
Tracy Porter, Inc.

Date of Creation: 2006

Date of Publication:
2007-01-15

Authorship on Application:
text: Tracy Porter, Inc.; photos: Media Resource Group,
LLC; photos & text: Progressive Lighting, employers for
hire.

Copyright Note: C.O. correspondence.
Cataloged from appl.

Names: Tracy Porter, Inc.
Media Resource Group, LLC
Progressive Lighting

=====

Type of Work: Text

Registration Number / Date:

TX0006405908 / 2006-06-26

Title: Tracy Porter : lighting designed exclusively for Savoy House, 2006.

Copyright Claimant:

Tracy Porter, Inc.

Date of Creation: 2006

Date of Publication:

2006-06-01

Authorship on Application:

text: Tracy Porter, Inc.; photos: Media Resource Group, LLC; photos & text: Progressive Lighting, Inc.

Copyright Note: Cataloged from appl. only.

Other Title: Lighting designed exclusively for Savoy House, 2006

Names: Tracy Porter, Inc.

Media Resource Group, LLC

Progressive Lighting, Inc.

=====

Type of Work: Visual Material

Registration Number / Date:
VA0001282149 / 2004-09-07

Title: Wilton Armetale artesian road.

Description: Art reproduction.

Notes: Cataloged from appl. only.
Photo engraving on 3-D object.

Copyright Claimant:
Tracy Porter, Inc.

Date of Creation: 2004

Date of Publication:
2004-08-27

Names: Tracy Porter, Inc.

=====

Type of Work: Visual Material

Registration Number / Date:
VA0001281852 / 2004-09-13

Title: Wilton Armetale Artesian Road.

Notes: Cataloged from appl. only.

Copyright Claimant:
Tracy Porter, Inc.

Date of Creation: 2004

Date of Publication:
2004-08-27

Names: Tracy Porter, Inc.

=====

Type of Work: Visual Material

Registration Number / Date:
VA0001282151 / 2004-09-07

Title: Wilton Armetale artesian road.

Description: Art reproduction.

Notes: Cataloged from appl. only.
Photo engraving on 3-D object.

Copyright Claimant:
Tracy Porter, Inc.

Date of Creation: 2004

Date of Publication:
2004-08-27

Names: Tracy Porter, Inc.

=====

Type of Work: Visual Material

Registration Number / Date:
VA0001282150 / 2004-09-07

Title: Wilton Armetale artesian road.

Description: Art reproduction.

Notes: Cataloged from appl. only.
Photo engraving on 3-D object.

Copyright Claimant:
Tracy Porter, Inc.

Date of Creation: 2004

Date of Publication:
2004-08-27

Names: Tracy Porter, Inc.

=====

Type of Work: Visual Material

Registration Number / Date:
VA0001278444 / 2004-09-10

Application Title: Tracy Porter, author of work made for hire.

Title: Wilton armetale artesian road 2004.

Description: Artwork on sculpture.

Copyright Claimant:
Tracy Porter, Inc.

Date of Creation: 2004

Date of Publication:
2004-08-27

Names: Porter, Tracy
Tracy Porter, Inc.

=====

Type of Work: Visual Material

Registration Number / Date:
VA0001219571 / 2003-07-07

Title: Wilton armetale jardiniere.

Description: Art reproduction.

Copyright Claimant:
Tracy Porter, Inc.

Date of Creation: 2003

Date of Publication:
2003-04-25

Names: Tracy Porter, Inc.
Tracy Porter, Inc.

=====

Type of Work: Visual Material

Registration Number / Date:
VA0001219572 / 2003-07-07

Title: Wilton armetale jardiniere.

Description: Art reproduction.

Copyright Claimant:
Tracy Porter, Inc.

Date of Creation: 2003

Date of Publication:
2003-04-25

Names: Tracy Porter, Inc.
Tracy Porter, Inc.

=====

Type of Work: Text

Registration Number / Date:
TX0005027402 / 1999-08-12

Title: Dream.

Description: 1 v.

Copyright Claimant:
Tracy Porter the Home Collection

Date of Creation: 1999

Date of Publication:
1999-08-15

Authorship on Application:
Tracy Porter.

Names: Porter, Tracy
Tracy Porter the Home Collection

=====

Type of Work: Visual Material

Registration Number / Date:
VA0001151297 / 2002-05-28

Title: Evelyn border.

Description: Art reproduction.

Copyright Claimant:
Tracy Porter, Inc.

Date of Creation: 1999

Date of Publication:
1999-10-01

Names: Tracy Porter, Inc.

=====

Type of Work: Visual Material

Registration Number / Date:

VA0001151295 / 2002-05-28

Application Title: Evelyn.

Title: Evelyn main pattern.

Description: Art reproduction.

Copyright Claimant:

Tracy Porter, Inc.

Date of Creation: 1999

Date of Publication:

1999-10-01

Names: Tracy Porter, Inc.

=====

Type of Work: Visual Material

Registration Number / Date:

VA0001159913 / 2002-05-28

Title: Evelyn pitcher : style no. 5288240.

Description: Design on pitcher.

Copyright Claimant:

Tracy Porter, Inc.

Date of Creation: 1999

Date of Publication:

1999-10-01

Copyright Note: C.O. correspondence.

Names: Tracy Porter, Inc.

=====

Type of Work: Visual Material

Registration Number / Date:

VA0001151296 / 2002-05-28

Application Title: Violets.

Title: Evelyn violets.

Description: Art reproduction.

Copyright Claimant:

Tracy Porter, Inc.

Date of Creation: 1999

Date of Publication:

1999-10-01

Names: Tracy Porter, Inc.

=====

Type of Work: Text

Registration Number / Date:

TX0004772884 / 1998-05-14

Title: Childhood : a treasury of memories.

Imprint: Kansas City, MO : Andrews McMeel Pub., c1998.

Description: 1 v.

Copyright Claimant:

Tracy Porter Home Collection

Date of Creation: 1998

Date of Publication:

1998-04-20

Variant title: Childhood : a treasury of memories

Names: Tracy Porter Home Collection

=====

Type of Work: Text

Registration Number / Date:

TX0004658773 / 1997-10-31

Title: Woven in sunlight--a garden companion / created by Tracy
Porter.

Imprint: Kansas City : Andrews McMeel Pub., c1997.

Description: 1 v.

Copyright Claimant:

on compilation of ill.; Tracy Porter, the Home Collection,
employer for hire

Date of Creation: 1997

Date of Publication:

1997-10-20

Names: Porter, Tracy

Tracy Porter, the Home Collection

=====

Type of Work: Text

Registration Number / Date:

TX0004660303 / 1997-10-31

Title: The journey within : a book of hope and renewal / created
by Tracy Porter.

Imprint: Kansas City, MO : Andrews McMeel Pub., c1997.

Description: 1 v.

Copyright Claimant:

on compilation of all ill.; Tracy Porter, The Home
Collection (employer for hire)

Date of Creation: 1997

Date of Publication:

1997-10-20

Names: Porter, Tracy

Tracy Porter, The Home Collection

Tracy Porter The Home Collection

=====

Type of Work: Visual Material

Registration Number / Date:
TX0004656034 / 1997-10-21

Title: Woven in sunlight : a garden companion / created by Tracy
Porter.

Imprint: Kansas City, MO : Andrews McMeel Pub., c1997.

Description: 1 v.

Notes: Cartoons.

Copyright Claimant:
on compilation of ill.; Tracy Porter, the Home Collection

Date of Creation: 1997

Date of Publication:
1997-06-20

Variant title: Woven in sunlight : a garden companion

Names: Porter, Tracy
Tracy Porter, the Home Collection

=====

Type of Work: Visual Material

Registration Number / Date:

TX0004640627 / 1997-10-21

Title: Returning home : the poetics of whim & fancy / created by
Tracy Porter.

Imprint: Kansas City, MO : Andrews McMeel Pub., c1997.

Description: 1 v.

Copyright Claimant:

on compilation of all ill.; Tracy Porter, the Home
Collection (employer for hire)

Date of Creation: 1997

Date of Publication:

1997-06-20

Variant title: Returning home : the poetics of whim & fancy

Names: Porter, Tracy

Tracy Porter, the Home Collection

=====

Type of Work: Text

Registration Number / Date:

TX0004660301 / 1997-10-31

Title: Gentle influences : the spirited ties of sisters / created
by Tracy Porter.

Imprint: Kansas City, MO : Andrews McMeel Pub., c1997.

Description: 1 v.

Copyright Claimant:

on compilation of all ill.; Tracy Porter, The Home
Collection (employer for hire)

Date of Creation: 1997

Date of Publication:

1997-10-20

Names: Porter, Tracy

Tracy Porter, The Home Collection

Tracy Porter The Home Collection

=====

Type of Work: Visual Material

Registration Number / Date:

VA0001007402 / 2000-03-17

Title: [Octables-Fraise de bois]

Description: Paintings on furniture.

Notes: Title from appl.

Copyright Claimant:

Tracy Porter, Inc.

Date of Creation: 1994

Date of Publication:

1995-02-20

Authorship on Application:

Stonehouse Farm Goods, Inc., employer for hire.

Names: Tracy Porter, Inc.

Stonehouse Farm Goods, Inc.

=====

Type of Work: Visual Material

Registration Number / Date:
VA0001007401 / 2000-03-17

Title: [Handle grapevine]

Description: Sculptures.

Notes: Title from appl.

Copyright Claimant:
Tracy Porter, Inc.

Date of Creation: 1994

Date of Publication:
1995-02-13

Authorship on Application:
Maura Koutoujian, 1964-.

Names: Koutoujian, Maura, 1964-
Tracy Porter, Inc.

=====

Type of Work: Visual Material

Registration Number / Date:

VA0001007404 / 2000-03-17

Title: [Three panel armoire-blossoms for eternity]

Description: Paintings on furniture.

Notes: Title from appl.

Copyright Claimant:

Tracy Porter, Inc.

Date of Creation: 1994

Date of Publication:

1995-02-20

Authorship on Application:

Stonehouse Farm Goods, Inc., employer for hire.

Names: Tracy Porter, Inc.

Stonehouse Farm Goods, Inc.

=====

Type of Work: Visual Material

Registration Number / Date:
VA0001007407 / 2000-03-17

Title: Twenty-four inch turned trays : no. 328 : Floral trellis.

Description: Painting on tray.

Copyright Claimant:
Tracy Porter, Inc.

Date of Creation: 1994

Date of Publication:
1995-02-20

Authorship on Application:
Stonehouse Farm Goods, Inc., employer for hire.

Variant title: Twenty-four inch turned trays : no. 328

Other Title: Floral trellis.

Names: Tracy Porter, Inc.
Stonehouse Farm Goods, Inc.

=====

Type of Work: Visual Material

Registration Number / Date:
VA0000992607 / 2000-03-06

Application Title: Table box-vegetables.

Title: Vegetables.

Description: Painting on box.

Series: Table boxes ; 333

Copyright Claimant:
Tracy Porter, Inc.

Date of Creation: 1994

Date of Publication:
1995-02-20

Authorship on Application:
artwork: Stonehouse Farm Goods, Inc., employer for hire.

Copyright Note: C.O. correspondence.

Other Title: Table boxes ; 333

Names: Tracy Porter, Inc.
Stonehouse Farm Goods, Inc.

=====

Type of Work: Visual Material

Registration Number / Date:
VA0000992608 / 2000-03-06

Application Title: Baby bonnet mirror-red florals.

Title: Red florals.

Description: Painting on mirror frame.

Series: Baby bonnet mirrors ; 339

Copyright Claimant:
Tracy Porter, Inc.

Date of Creation: 1994

Date of Publication:
1995-02-20

Authorship on Application:
artwork: Stonehouse Farm Goods, Inc., employer for hire.

Copyright Note: C.O. correspondence.

Other Title: Baby bonnet mirrors ; 339

Names: Tracy Porter, Inc.
Stonehouse Farm Goods, Inc.

=====

Type of Work: Visual Material

Registration Number / Date:
VA0001007403 / 2000-03-17

Title: [Oval dining-English tea]

Description: Paintings on furniture.

Notes: Title from appl.

Copyright Claimant:
Tracy Porter, Inc.

Date of Creation: 1994

Date of Publication:
1995-02-20

Authorship on Application:
Stonehouse Farm Goods, Inc., employer for hire.

Names: Tracy Porter, Inc.
Stonehouse Farm Goods, Inc.

=====

Type of Work: Visual Material

Registration Number / Date:

VA0001007405 / 2000-03-17

Title: Barstool--garden with gingham : no. 320f.

Description: Painting on furniture.

Copyright Claimant:

Tracy Porter, Inc.

Date of Creation: 1994

Date of Publication:

1995-02-20

Authorship on Application:

Stonehouse Farm Goods, Inc., employer for hire.

Variant title: Barstool--garden with gingham : no. 320f.

Names: Tracy Porter, Inc.

Stonehouse Farm Goods, Inc.

=====

Type of Work: Visual Material

Registration Number / Date:
VA0001007409 / 2000-03-17

Title: 2-door armoire--gardener's bounty : no. 303C.

Description: Painting on armoire.

Copyright Claimant:
Tracy Porter, Inc.

Date of Creation: 1993

Date of Publication:
1994-02-21

Authorship on Application:
Tracy Porter (author of a work made for hire)

Variant title: 2-door armoire--gardener's bounty : no. 303C.

Other Title: Gardener's bounty : no. 303C

Names: Porter, Tracy
Tracy Porter, Inc.

=====

Type of Work: Visual Material

Registration Number / Date:
VA0001007406 / 2000-03-17

Application Title: Baby bonnet mirror--two rabbits.

Title: Baby bonnet mirrors : no. 339D.

Description: Painting on mirror.

Copyright Claimant:
Tracy Porter, Inc.

Date of Creation: 1993

Date of Publication:
1994-02-18

Authorship on Application:
Tracy Porter (author of a work made for hire)

Variant title: Baby bonnet mirrors : no. 339D.

Other Title: Baby bonnet mirror--two rabbits.

Names: Porter, Tracy
Tracy Porter, Inc.

=====

Type of Work: Visual Material

Registration Number / Date:
VA0001007408 / 2000-03-17

Title: Lamp tables--plaid butterfly : no. 314A.

Description: Painting on table.

Copyright Claimant:
Tracy Porter, Inc.

Date of Creation: 1993

Date of Publication:
1994-02-18

Authorship on Application:
Tracy Porter (author of a work made for hire)

Variant title: Lamp tables--plaid butterfly : no. 314A.

Other Title: Plaid butterfly : no. 314A

Names: Porter, Tracy
Tracy Porter, Inc.

=====

SCHEDULE D

**TO
COLLATERAL ASSIGNMENT OF
INTELLECTUAL PROPERTY**

License Agreements

COMPANY

- 1) That certain license agreement dated June 7, 2004, by and between Progressive Lighting, Inc., d/b/a Savoy House and Tracy Porter Inc.;
- 2) That certain license agreement dated January 1, 2006, by and between The Zrike Company, Inc. and Tracy Porter Inc.;
- 3) That certain license agreement dated May 1, 2006, by and between Feizy Import & Export Company, Ltd. and Tracy Porter Inc.; and
- 4) That certain License and Distribution Agreement dated January 22, 2008, by and among Tracy Porter Inc., and Sanwhole Industries, Ltd., and Tai-Mate International Ltd.

**TRACY PORTER
INTERACTIVE
N/A**

5054404.3