

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
Colorbok, LLC		03/05/2012	LIMITED LIABILITY COMPANY: OHIO

**RECEIVING PARTY DATA**

Name:	FirstMerit Bank, N.A.
Street Address:	106 S. Main Street, 12th Floor
City:	Akron
State/Country:	OHIO
Postal Code:	44308
Entity Type:	National Banking Association: UNKNOWN

**PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
Registration Number:	2944901	ALPHA STAX
Serial Number:	77426321	CLOUD 9
Registration Number:	3149071	CLOUD 9
Registration Number:	4060792	CLOUD 9
Registration Number:	1731029	COLORBOK
Registration Number:	3442430	EXPRESS YOURSELF...CREATIVELY
Serial Number:	85339850	HEIDI GRACE
Registration Number:	3187903	HEIDI GRACE DESIGNS
Serial Number:	85339843	HEIDI GRACE DESIGNS
Registration Number:	0870205	MAKIT & BAKIT
Serial Number:	85529319	MAKIT & BAKIT SUNCATCHER
Registration Number:	3685448	PRECIOUS BANK PERMA-COAT CERAMIC
Registration Number:	3165027	PRECIOUSMUG
Registration Number:	3162248	PRECIOUS PET

**TRADEMARK**

Registration Number:	3162247	PRECIOUS PLATE
Serial Number:	85529280	SEW EASY PLUSH PALS
Registration Number:	3999164	HEIDI GRACE DESIGNS

**CORRESPONDENCE DATA**

Fax Number: (734)418-4279  
Phone: 734-418-4278  
Email: tmdocketing@honigman.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Correspondent Name: Jennifer Sheehan Anderson  
Address Line 1: 39400 Woodward Ave., Suite 101  
Address Line 4: Bloomfield Hills, MICHIGAN 48304

ATTORNEY DOCKET NUMBER:	203998-324941
NAME OF SUBMITTER:	Jennifer Sheehan Anderson
Signature:	/Jennifer Sheehan Anderson/
Date:	03/06/2012

**Total Attachments: 37**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of March 5, 2012, by **COLORBÖK, LLC**, an Ohio limited liability company ("Pledgor"), and delivered to **FIRSTMERIT BANK, N.A.**, a national banking association ("Lender").

### BACKGROUND

A. This Agreement is being executed contemporaneously with that certain Credit and Security Agreement dated of even date herewith by and among Pledgor and Lender (as supplemented, restated, amended, superseded or replaced from time to time, the "Loan Agreement"). Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.

B. Pledgor has adopted, used and is using (or has filed applications for the registration of) the patents, patent rights and patent applications (collectively, the "Patents"); trademarks, service marks, trade names, service trademark applications and service trade names (collectively, "Trademarks"); copyrights and copyright applications and licenses (collectively, the "Copyrights"), all as listed on Schedule A attached hereto and made part hereof (all such Patents, Trademarks Copyrights, along with associated goodwill relating thereto, hereinafter referred to as the "Assets").

C. Pursuant to this Agreement, Lender is acquiring a lien on, and security interest in, the Assets and the registration thereof, together with all the goodwill of Pledgor associated therewith and represented thereby, as security for all of Pledgor's Obligations under the Loan Documents (as defined below) and desires to have its security interest in the Assets confirmed by a document in such form that it may be recorded in the United States Patent and Trademark Office, United States Copyright Office, or other relevant office, respectively.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Agreement, and all other instruments, agreements and documents entered into in connection therewith (collectively, the "Loan Documents"), and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure Pledgor's Obligations under the Loan Documents, Pledgor grants a lien and security interest to Lender in all of its present and future right, title and interest in and to the Assets, including without limitation, the goodwill of Pledgor associated with and represented by the Assets, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements and the proceeds thereof, including, without limitation, all royalties, licensing fees and the like along with all proceeds of infringement suits. Subject to the provisions contained in Section 19, Pledgor hereby authorizes Lender to file a copy of this Agreement in the United States Patent and Trademark Office, the United States Copyright Office,

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and with any appropriately empowered officials of foreign countries necessary to perfect Lender's security interest in the Assets as set forth herein.

2. Pledgor hereby covenants and agrees to maintain the Assets in full force and effect until all of the Obligations are indefeasibly paid and satisfied in full.

3. Subject to the provisions contained in Section 19, Pledgor represents, warrants and covenants that:

(a) The Assets are subsisting and have not been adjudged invalid or unenforceable;

(b) Each of the Assets is valid and enforceable;

(c) Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Assets, and each of the Assets is free and clear of any liens, claims, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by Pledgor not to sue third persons;

(d) Pledgor has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(e) Pledgor has complied with, and will continue for the duration of this Agreement to comply with, the requirements set forth in 15 U.S.C. §1051-1127, 17 U.S.C. §101, et seq., 35 U.S.C. §101 et seq. and any other applicable statutes, rules and regulations in connection with its use of the Assets; and

(f) Each of the Assets listed on Schedule A constitute all of the Assets, and all applications for any of the foregoing, now owned by Pledgor. If, before all Obligations have been indefeasibly paid and satisfied in full, Pledgor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, trade names or copyrights or licenses or (ii) become entitled to the benefit of any patent or trademark application, trademark, trademark registration, copyright or copyright registration or application or license renewal or patent for any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, the provisions of this Agreement shall automatically apply thereto and such patent or trademark application, trademark, trademark registration, copyright or copyright registration or application or license renewal or patent for any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent shall be deemed part of the Assets. From time to time upon Lender's request, Pledgor shall provide Lender and Lender's counsel with an amended Schedule listing Pledgor's Assets in form and substance reasonably satisfactory to Lender.

4. Pledgor further covenants that until all of the Obligations have been indefeasibly paid and satisfied in full, it will not enter into any agreement, including without limitation, license agreements or options, which is inconsistent with Pledgor's obligations under this Agreement, except for agency, co-marketing and co-branding agreements.

5. So long as an Event of Default has not occurred and is not continuing beyond any applicable grace period under the Loan Agreement, Pledgor shall continue to have the exclusive right to use the Assets, and Lender shall have no right to use the Assets or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Assets to anyone else.

6. Except as expressly permitted by the terms of that certain Subordination Agreement of even date herewith among Lender, Pledgor, and LCP Holdings, Inc., Pledgor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Assets without prior written consent of Lender, which consent will not be unreasonably withheld or delayed.

7. Upon the occurrence and continuance of an Event of Default beyond any applicable grace period under the Loan Agreement, Pledgor hereby covenants and agrees that Lender, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of Ohio, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Assets covered hereby. Pledgor hereby authorizes and empowers Lender, its successors and assigns, and any officer or agent of Lender as Lender may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, upon the occurrence and continuance of an Event of Default beyond any applicable grace period under the Loan Agreement, with the power to endorse Pledgor's name on all applications, assignments, documents, papers and instruments necessary for Lender, to use the Assets or to grant or issue any exclusive or non-exclusive license under the Assets to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else including, without limitation, the power to execute a trademark assignment in the form attached hereto as Exhibit 1. Subject to the provisions contained in Section 19, Pledgor hereby authorizes Lender to file a copy of such trademark assignment in the United States Patent and Trademark Office, the United States Copyright Office, and with any appropriately empowered officials of foreign countries necessary to evidence Lender's interest in the Assets as set forth herein. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Documents, and until all the Obligations are indefeasibly paid and satisfied in full.

8. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the parties hereto.

9. All rights and remedies herein granted to Lender shall be in addition to any rights and remedies granted under the Loan Documents. In the event of an inconsistency between this Agreement and the Loan Documents, the language of the Loan Documents shall control.

10. Upon the full and unconditional satisfaction of all of the Obligations under the Loan Documents, Lender shall execute and deliver to Pledgor all documents reasonably necessary to terminate Lender's security interest in the Assets.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices (subject to the provisions contained in Section 19), the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining or preserving the Assets, or in defending or prosecuting any actions or proceedings arising out of or related to the Assets, or defending, protecting or enforcing Lender's rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Pledgor on demand by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the otherwise applicable rate of interest prescribed in the Loan Agreement.

12. Subject to the terms of the Loan Documents and subject to the provisions contained in Section 19, Pledgor shall have the duty to prosecute diligently any trademark application with respect to the Assets pending as of the date of this Agreement or thereafter, until all of the Obligations shall have been indefeasibly paid and satisfied in full, to preserve and maintain all rights in the Assets, and upon request of Lender, Pledgor shall make federal application on registerable but unregistered patents, trademarks, copyrights or licenses belonging to Pledgor. Subject to the provisions contained in Section 19, any expenses incurred in connection with such applications shall be borne by Pledgor. Subject to the provisions contained in Section 19, Pledgor shall not abandon any material Patent, Trademark or Copyright without the prior written consent of Lender.

13. Pledgor shall have the right to bring suit in its own name to enforce the Assets, in which event Lender may, if Pledgor reasonably deems it necessary, be joined as a nominal party to such suit if Lender shall have been satisfied, in its sole discretion, that Lender is not thereby incurring any risk of liability because of such joinder. Pledgor shall promptly, upon demand, reimburse and indemnify Lender for all damages, reasonable costs and expenses, including reasonable attorneys' fees, incurred by Lender in the fulfillment of the provisions of this paragraph.

14. Upon the occurrence and continuance of an Event of Default beyond any applicable grace period under the Loan Agreement, Lender may, without any obligation to do so, complete any obligation of Pledgor hereunder, in Pledgor's name or in Lender's name, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Lender in full for all costs and expenses, including reasonable attorneys' fees, incurred by Lender in protecting, defending and maintaining the Assets.

15. No course of dealing between Pledgor and Lender, nor any failure to exercise, nor any delay in exercising on the part of Lender any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Lender's rights and remedies with respect to the Assets, whether established hereby, by the Loan Documents or by any other future agreements between Pledgor and Lender or by law, shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

17. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. This Agreement shall be governed by and construed in conformity with the laws of the State of Ohio without regard to its otherwise applicable principles of conflicts of laws.

19. Notwithstanding anything contained herein to the contrary:

(a) with respect to the copyrights set forth on Exhibit A as of the Closing Date, Pledgor shall not be required to file any assignments with the United States Copyright Office or other relevant office evidencing its ownership of such copyrights;

(b) with respect to those trademarks set forth on Exhibit A as having no value, prior to the occurrence of an Event of Default beyond any applicable grace periods: (i) Pledgor shall not be required to file assignments with the United States Patent and Trademark Office or other relevant office evidencing its ownership in such trademarks and (ii) Lender shall not file, at Pledgor's expense, evidence of its security interest in such trademarks;

(c) with respect to those trademarks registered in Canada set forth on Exhibit A as having value, Pledgor shall provide Lender, within four (4) months of the Closing Date, evidence (in form and substance acceptable to Lender in its Permitted Discretion) that: (i) assignments to Pledgor of such trademarks have been filed with and accepted by the Canadian Trademarks Office and (ii) Lender's security interest in such trademarks shall have been filed with the Canadian Trademarks Office.

(d) with respect to those trademarks registered in the United States of America set forth on Exhibit A as having value, Pledgor shall provide Lender, within 15 days of the Closing Date, evidence (in form and substance acceptable to Lender in its Permitted Discretion) that: (i) assignments to Pledgor of such trademarks have been filed with and accepted by the United States Patent and Trademark Office and (ii) Lender's security interest in such trademarks shall have been filed with the United States Patent and Trademark Office.

**20. PLEDGOR AND LENDER EACH WAIVE ANY AND ALL RIGHTS IT MAY HAVE TO A JURY TRIAL IN CONNECTION WITH ANY LITIGATION, PROCEEDING OR COUNTERCLAIM ARISING WITH RESPECT TO RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO OR UNDER THE LOAN DOCUMENTS.**



IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement the day and year first above written.

**COLORBÖK, LLC**

By: \_\_\_\_\_  
Name: Chuck McGonigle  
Title: Chief Executive Officer

Approved and Accepted:

**FIRSTMERIT BANK, N.A.**

By: *Julie D. Natoli*  
Name: JULIE D. NATOLI  
Title: V.P. AND ABL Relationship Manager

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY  
SECURITY AGREEMENT]

TRADEMARK  
REEL: 004734 FRAME: 0567

**CORPORATE ACKNOWLEDGMENTS**

UNITED STATES OF AMERICA :  
STATE OF \_\_\_\_\_ : SS  
COUNTY OF \_\_\_\_\_ :

Acknowledged before me on this \_\_\_\_ of March 2012, before me personally appeared Chuck McGonigle, to me known and being duly sworn, deposes and says that he is the Chief Executive Officer of **COLORBÖK, LLC**, an Ohio limited liability company, the Pledgor described in the foregoing Agreement; that he signed the Agreement as such officer pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and that he desires the same to be recorded as such.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

UNITED STATES OF AMERICA :  
STATE OF OHIO : SS  
COUNTY OF CUYAHOGA :

Acknowledged before me on this 5 of MARCH 2012, before me personally appeared Dulic Notary to me known and being duly sworn, deposes and says that s/he is the V.P. + ABL Rel. Mgr of **FIRSTMERIT BANK, N.A.**, a national banking association, the Lender described in the foregoing Agreement; that s/he signed the Agreement as such officer pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

Beth Mayhugh  
Notary Public  
My Commission Expires: 4-3-13




BETH MAYHUGH, NOTARY  
STATE OF OHIO  
MY COMMISSION EXPIRES: APRIL 3, 2013

[ACKNOWLEDGMENT PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement the day and year first above written.

**COLORBÖK, LLC**

By:   
Name: Chuck McGonigle  
Title: Chief Executive Officer

Approved and Accepted:

**FIRSTMERIT BANK, N.A.**

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

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY  
SECURITY AGREEMENT]

CORPORATE ACKNOWLEDGMENTS

UNITED STATES OF AMERICA :  
STATE OF Michigan : SS  
COUNTY OF Washtenaw :

Acknowledged before me on this 2nd of March 2012, before me personally appeared Chuck McGonigle, to me known and being duly sworn, deposes and says that he is the Chief Executive Officer of **COLORBÖK, LLC**, an Ohio limited liability company, the Pledgor described in the foregoing Agreement; that he signed the Agreement as such officer pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and that he desires the same to be recorded as such.

Sheresa Ann-Moss Best  
Notary Public  
My Commission Expires: 1-8-2014

UNITED STATES OF AMERICA :  
STATE OF OHIO : SS  
COUNTY OF CUYAHOGA :

Acknowledged before me on this \_\_\_\_ of \_\_\_\_\_ 2012, before me personally appeared \_\_\_\_\_ to me known and being duly sworn, deposes and says that s/he is the \_\_\_\_\_ of **FIRSTMERIT BANK, N.A.**, a national banking association, the Lender described in the foregoing Agreement; that s/he signed the Agreement as such officer pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

[ACKNOWLEDGMENT PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

(see attached)

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<b>Trademark (with value)</b>	<b>Country</b>	<b>Application/Registration Number</b>	<b>File/Registration Date</b>	<b>Owner Name</b>
Colorbök	Australia	1232403	06/17/2010	Colorbök, Inc.
Colorbök	Canada	1562308	02/01/2012	Colorbök, Inc.
Heidi Grace Designs	Canada	1562310	02/01/2012	Colorbök, Inc.
Makit & Bakit	Canada	1562312	02/01/2012	Colorbök, Inc.
Makit & Bakit Suncatcher	Canada	1562251	02/12/2012	Colorbök, Inc.
Paint A Suncatcher	Canada	TMA375498	11/09/1990	Quincrafts Corporation
Preciousbank Perma-Coat Ceramic & Design	Canada	1562245	02/01/2012	Colorbök, Inc.
Preciousmug & Design	Canada	1562252	02/01/2012	Colorbök, Inc.
Preciouspet & Design	Canada	1562257	02/01/2012	Colorbök, Inc.
Preciousplate & Design	Canada	1562244	02/01/2012	Colorbök, Inc.
Sew Easy Plush Pals	Canada	1562247	02/01/2012	Colorbök, Inc.
Alpha Stax	China	5279835	07/07/2009	Colorbök, Inc.
Colorbök	China	6610313	10/14/2010	Colorbök, Inc.
Colorbök	China	6610277	03/28/2010	Colorbök, Inc.
Colorbök	China	6610278	08/14/2010	Colorbök, Inc.
Makit & Bakit	China	5279832	07/21/2009	Colorbök, Inc.
Quincrafts	China	6054145	01/14/2010	Colorbök, Inc.
Stax	China	5279839	07/07/2009	Colorbök, Inc.
Colorbök	European Union (CTM)	5308002	03/05/2011	Colorbök, Inc.
Quincrafts	European Union	5308151	08/03/2007	Colorbök, Inc.

	(CTM)			
Xyz	European Union (CTM)	7030422	08/04/2009	Colorbök, Inc.
Colorbök	Japan	5152076	07/18/2008	Colorbök, Inc.
Colorbök	Mexico	1098953	05/12/2009	Colorbök, Inc.
Colorbök	Mexico	1128404	10/29/2009	Colorbök, Inc.
Quincrafts	Taiwan	1318451	07/16/2008	Colorbök, Inc.
Alpha Stax	United States	2,944,901	04/26/2005	Colorbök, Inc.
Cloud 9	United States	77/426,321	03/19/2008	Colorbok, Inc.
Cloud 9	United States	3,149,071	09/26/2006	Colorbok, Inc.
Cloud 9	United States	4,060,792	11/22/2011	Colorbök, Inc.
Colorbök	United States	1,731,029	11/10/1992	Colorbök, Inc.
Express Yourself...Creatively	United States	3,442,430	06/03/2008	Colorbök, Inc.
Heidi Grace	United States	85/339,850	06/07/2011	Colorbök, Inc.
Heidi Grace Designs	United States	3,187,903	12/19/2006	Colorbok, Inc.
Heidi Grace Designs	United States	85/339,843	06/07/2011	Colorbök, Inc.
Heidi Grace Designs	United States	3,999,164	07/19/2011	Colorbök, Inc.
Makit & Bakit	United States	870,205	05/27/1969	Colorbök, Inc.
Makit & Bakit Suncatcher	United States	85/529,319	01/31/2012	Colorbök, Inc.
Preciousbank Perma-Coat Ceramic & Design	United States	3,685,448	09/22/2009	Colorbök, Inc.
Preciousmug & Design	United States	3,165,027	10/31/2006	Colorbök, Inc.
Preciouspet & Design	United States	3,162,248	10/24/2006	Colorbök, Inc.
Preciousplate & Design	United States	3,162,247	10/24/2006	Colorbök, Inc.

	States			Inc.
Sew Easy Plush Pals	United States	85/529,280	01/31/2012	Colorbök, Inc.



<b>Trademark (With No Value)</b>	<b>Country</b>	<b>Application/Registration Number</b>	<b>File/Registration Date</b>	<b>Owner Name</b>
You Design It! & Design	Canada	1,383,896	02/19/2008	Colorbök, Inc.
You Paint It! & Design	Canada	TMA793,891	03/25/2011	Colorbök, Inc.
Doo-Dads	China	5279833	07/07/2009	Colorbök, Inc.
Fun4one!	China	5279840	07/07/2009	Colorbök, Inc.
Gallery J	China	5279838	07/07/2009	Colorbök, Inc.
Memory Boutique	China	5279837	07/07/2009	Colorbök, Inc.
Remember When . . .	China	5279841	07/07/2009	Colorbök, Inc.
You Paint It! & Design	China	6610279	03/28/2010	Colorbök, Inc.
Eco Simple	Mexico	1087643	03/04/2009	Colorbök, Inc.
Eco Simple	Mexico	1121815	06/19/2009	Colorbök, Inc.
Another Fine Sun Catcher Product	United States	1,049,294	09/28/1976	Colorbök, Inc.
Brainy Janey	United States	3,190,243	12/26/2006	Colorbök, Inc.
California Creations & Design	United States	2,653,129	11/26/2002	Colorbök, Inc.
Doo-Dads	United States	3,056,075	01/31/2006	Colorbök, Inc.
Door Critters	United States	2,855,224	06/15/2004	Colorbök, Inc.
Eco Simple	United States	3,867,943	10/26/2010	Colorbök, Inc.
Fashions By Me	United States	3,920,439	02/15/2011	Colorbok, Inc.
Fun4one!	United States	3,114,897	07/11/2006	Colorbök, Inc.
Gallery J	United States	3,432,886	05/20/2008	Colorbök, Inc.
Glitter And Sand Creations	United States	1,825,283	03/08/1994	Colorbök, Inc.
Kids Kreations & Design	United States	3,185,674	12/19/2006	Colorbök,

				Inc.
Li'l Davis Designs	United States	3,717,581	12/01/2009	Colorbok, Inc.
Memory Boutique	United States	3,396,575	03/11/2008	Colorbök, Inc.
Pocket Scraps	United States	3,074,427	03/28/2006	Colorbok, Inc.
Sand Creations	United States	1,790,520	08/31/1993	Colorbök, Inc.
Sand Critters	United States	1,902,675	07/04/1995	Colorbök, Inc.
Treasured Castings	United States	2,528,310	01/08/2002	Colorbök, Inc.
You Design It! & Design	United States	3,923,516	02/22/2011	Colorbök, Inc.
You Paint It! & Design	United States	3,592,254	03/17/2009	Colorbök, Inc.

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<b>TITLE</b>	<b>Registration No.</b>
BALLET	VA 495-501
MUSIC	VA 495-502
CAROUSEL AND HEARTS	VA 231-361
GEO	VA 514-805
KITTENS AND YARN	VA 495-497
CLASSIC ROSE	VA 495-505
STAMPS	VA 495-504
SYMPHONY	VA 524-806
CELEBRATION	VA 495-499
TORN HEART	VA 495-500
SAFARI	VA 495-498
SPORTS	VA 495-496
LAVENDER GARDEN	VA 514-804
HERBS AND SPCIES	VA 514-803
NEW HARVEST	VA 495-503
FLORAL BOUQUET	VA 514-802
BLACK SPLASH	VA 509-688
COFFEE	VA 509-781
TEACHER'S APPLE	VA 509-786
WHITE SPLASH	VA 509-787
SPACE	VA 509-785
FACE PAINTING	VA 510-915
STICKERS, STENCILS, PENCILS, AND PAPER	VA 509-867
RUBBER STAMPS	VA 509-868
SCHOOL 4 1/2"	VA433-665
TUDOR HOUSE 4 1/2"	VA433-664
VICTORIAN HOUSE 4 1/2"	VA433-663
MANSARD HOUSE 4 1/2"	VA433-662
BRICK HOUSE 4 1/2"	VA435-085
BIJOU THEATER 4 1/2"	VA435-084
TOYS STORE 4 1/2"	VA434-679
GIFTS STORE 4 1/2"	VA434-720
CORNER STORE 4 1/2"	VA434-707
CHRUCH 4 1/2"	VA434-708
RAILROAD STATION 4 1/2"	VA434-709
MARKET 4 1/2"	VA434-710
BARBER SHOP 4 1/2"	VA434-711
POST OFFICE 4 1/2"	VA434-712
5 & 10 STORE 4 1/2"	VA434-713
FIRE STATION 4 1/2"	VA434-714
COUNTRY HOME 4 1/2"	VA434-715
BEACON HILL HOUSE 4 1/2"	VA434-716
TOY BAG SANTA	VA435-078
SANTA'S FRIENDS	VA435-077

<b>TITLE</b>	<b>Registration No.</b>
TOY MAKER SANTA	VA435-076
CHRISTMAS CANDLE HOLDER	VA434-681
ROCKING HORSE SANTA	VA434-686
NATIVITY SCENE	VA434-685
CRAFTSMAN HOUSE 4 1/2"	VA434-717
BRICK CHURCH 4 1/2"	VA434-718
HOLIDAY STORE 4 1/2"	VA434-724
BARN HOUSE 4 1/2"	VA434-719
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QUEEN ANN HOUSE	VA455-752
HAMBURGER STAND	VA455-751
BAKERY	VA455-613
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ELM ST HOUSE	VA482-323
ROADSIDE MOTEL	VA482-339
SPORTING GOODS	VA482-340
MUSIC STORE	VA533-648
PET SHOP	VA533-644
MANSFIELD HOUSE	VA533-649
GAS STATION	VA533-641
PIZZA PLACE	VA556-100
CITY HALL	VA556-101
ICE CREAM CONES	VA556-102
HOT ROD PARTS	VA556-103
GENERAL STORE 4 1/2"	VA415-497
COUNTRY BARN 4 1/2"	VA415-498
COUNTRY CHURCH 5"	VA415-499
COUNTRY SCHOOL 5"	VA415-500
COUNTRY HOUSE 4 1/2"	VA415-501
TIFFANY PLACE HOUSE 4 1/2"	VA415-502
HEARTH STONE HOUSE 4 1/2"	VA415-503
QUEEN ANN HOUSE 4 1/2"	VA415-504
BAKERY 4 1/2"	VA415-505
HARDWARE HOUSE 4 1/2"	VA415-506
ANTIQUES 4 1/2"	VA415-507
GARDEN SHOP 4 1/2"	VA415-508
COUNTRY BARN HOUSE	VA482-324
VILLAGE MARKET	VA482-325
GIFT SHOPPE	VA482-328
# 3 FIRE HOUSE	VA482-327
WHEATON HOUSE	VA482-321
VILLAGE CHURCH	VA482-334
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TOWN POST OFFICE	VA533-657
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BUNNY CADDY	VA669-259
DINOSAUR CADDY	VA669-256
PIG CADDY	VA669-258
COW CADDY	VA669-257
TRICERATOPS CADDY	VA681-825
CANOE ESCAPE STATUE	VA669-253

<b>TITLE</b>	<b>Registration No.</b>
INDIAN & BUFFALO STATUE	VA664-590
PROUD CHIEF STATUE	VA669-254
CHIEF ON THE RUN STATUE	VA669-255
OLD INDIAN HUNTER STATUE	VA662-329
THE HUNT STATUE	VA753-324
GENTLE FILLY STATUE	VA664-583
COY COLT STATUE	VA664-584
FIRE ENGINE BANK	VA681-829
THIS LITTLE PIGGY BANK	VA664-580
COW BELLE BANK	VA684-381
HOCKEY HERO STATUE	VA664-581
KING DIMITRIUS CAROUSEL LION	VA684-380
LADY GWEN CAROUSEL GIRAFFE	VA664-585
WARY WOLF STATUE	VA705-336
MAJESTIC EAGLE STATUE	VA664-582
SLEEK BOBCAT STATUE	VA662-291
CHERUB BOOK SHELF	VA705-933
CHERUB CANDLE HOLDER	VA705-929
CHERUB GOBLET	VA662-325
CHERUB VASE	VA705-934
CHERUB FLOWER CONTAINER	VA662-328
RIGHT CHERUB BOOKEND	VA705-927
LEFT	VA705-930
PANSY POT FLOWER POT	VA717-642
GARDEN DELIGHT FLOWER POT	VA317-641
SPRINGTIME BASKET FLOWER POT	VA717-640
BIRDHOUSE CHURCH STATUE	VA717-649
BIRDHOUSE BARN STATUE	VA717-648
BIRDHOUSE COTTAGE STATUE	VA717-647
BIRDHOUSE HUT STATUE	VA754-153
BIRDHOUSE SCHOOL STATUE	VA754-158
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APPLE DELIGHT STATUE	VA705-932
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MORNING DALE MANOR HOUSE PLATE	VA729-968
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WILDLIFE SERIES BOBCAT STATUE	VA729-975
WILDLIFE SERIES EAGLE STATUE	VA754-160
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OCEAN LIFE SERIES DOLPHIN STATUE	VA729-976
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PINKIE CLOWN STATUE	VA717-646
BUBBLES CLOWN STATUE	VA717-643
TOPPER CLOWN STATUE	VA717-645
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RIPE WATERMELON CONTAINER	VA754-168
FRESH FRUIT CONTAINER	VA754-148
PICNIC PLEASURE CONTAINER	VA754-152
CRISP VEGGIES CONTAINER	VA764-655
SEEDS TO SOW CONTAINER	VA754-149
BIRD SCHOOL PLANT POST	VA754-150
POSTAL	VA729-979
FIRE HOUSE	VA729-977
GAS N' GO	VA728-897
CRAFTSMAN COTTAGE	VA729-978
QUEEN ANN HOUSE	VA729-981
BOSTON LIGHT LIGHTHOUSE	VA754-163
WEST QUODDY HEAD LIGHTHOUSE	VA754-154
POINT LOMA LIGHTHOUSE	VA754-162
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IVY PICTURE FRAME	VA754-166
GRAPES LAMP	VA753-325
GRAPES PICTURE FRAME	VA753-321
FLOWERS LAMP	VA754-167
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MONTAUK POINT LIGHTHOUSE	VA415-323
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ROCK-A-BYE BANK	VA415-487
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BEAR HUG BANK	VA415-490
PLAYFUL PIGLET BANK	VA415-491
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BUBBLES THE FISH BANK	VA415-493
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I LOVE DAD PICTURE FRAME	--
I LOVE MOM PICTURE FRAME	VA416-170
I LOVE GRANDPA PICTURE FRAME	VA420-504
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TEA LIGHT FLOWER MIRROR	VA556-117
FAIRY BLOSSOM TEA LIGHT HOLDER	VA556-146
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DAYLILY PLATE	VA556-088
IRIS PLATE	VA556-087
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ROSE PLATE	VA556-108
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REINDEER ORNAMENT	VA569-813
SNOWMAN ORNAMENT	VA570-575
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LARGE FROG GARDEN STATUARY	VA415-295
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MICE & CANDLE (PLATE SCENE LIGHT-UP)	VA573-464
SANTA'S HERE (PLATE SCENE LIGHT-UP)	VA578-800
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PUMPKIN KIDS LIGHT-UP	VA617-614
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PUMPKIN FUN LIGHT-UP	VA647-262
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EASTER LILLY EGG SCENE	VA611-516
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BUNNIES PAINTING EGG STATUE	VA617-633
BUNNIES AND MAILBOX STATUE	VA617-635
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PICKET FENCE BASKET	VA620-627
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BABY CARRIAGE EASTER STATUE	VA622-602
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NASCAR BANK	VA662-330
TOMBSTONE & GHOST. STATUE	VA558-474
CAT & MOUSE PUMPKIN STATUE	VA558-476
PUMPKIN & GHOST STATUE	VA558-478
FRANKENSTEIN & PUMPKIN STATUE	VA558-477
WITCH READING STORY STATUE	VA564-220
DRACULA CANDY HOLDER	VA573-468
WITCH CANDY HOLDER	VA573-466
GHOST CANDY HOLDER	VA573-465
FRIENDLY PUMPKINS CANDY DISH LIGHT-UP	VA647-263
FRIGHTFUL PALS CANDLE HOLDER	VA655-304
SMALL GHOST CANDLE HOLDER	VA628-288
LARGE GHOST CANDLE HOLDER	VA633-331
FRANKENSTEIN MINI BAG	VA690-118
DRACULA MINI BAG	VA690-120
GHOST & PUMPKIN MINI BAG	VA690-121
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FLUFFY BUNNY STATUE	VA657-937
FARMER BEN'S VEGGIE GARDEN STATUE	VA657-944
MISS PENNY'S FLOWER GARDEN STATUE	VA657-940
EASTER GLORY CARD/LETTER HOLDER	VA657-928
BUNNY CARD/LETTER HOLDER	VA657-942
SPRING MANOR BASKET HOUSE LIGHT-UP	VA664-587

<b>TITLE</b>	<b>Registration No.</b>
SPRING COTTAGE BASKET HOUSE LIGHT-UP	VA664-588
SIR PETER CAROUSEL HARE	VA657-929
MR. PETER COTTONTAIL STATUE	VA717-655
MRS. PETER COTTONTAIL STATUE	VA717-653
COTTONTAIL KIDS EASTER STATUE	VA717-654
GOOEY CHEWY BASKET HOUSE LIGHT-UP	VA657-946
YUM YUM BASKET HOUSE LIGHT-UP	VA657-945
UNCLE MAC BASKET BUNNY STATUE	VA670-624
AUNT MARY BASKET BUNNY STATUE	VA657-936
MOLLY BASKET BUNNY STATUE	VA657-941
MOE BASKET BUNNY STATUE	VA657-934
MAY BASKET BUNNY STATUE	VA657-935
MIKE & MICK BASKET BUNNIES STATUE	VA657-931
EASTER EGG TRAIN ENGINE LIGHT-UP	VA717-652
EASTER EGG TRAIN CAR STATUE	VA717-651
EASTER EGG TRAIN CABOOSE LIGHT-UP	VA717-650
SARA'S SPRING GARDEN	VA415-320
COREY'S CARROT PATCH	VA415-351
SANTA'S SLED CANDY DISH	VA611-865
SANTA'S BAG CANDY DISH	VA578-801
VICTORIAN SANTA STATUE	VA647-264
SODA POP SANTA STATUE	VA647-268
KRIS KRINGLE STATUE	VA647-269
ST. NICHOLAS STATUE	VA647-267
NUTCRACKER SOLDIER STATUE	VA647-266
NUTCRACKER KING STATUE	VA647-237
DASHER STATUE	VA647-243
CUPID STATUE	VA647-238
BLITZEN STATUE	VA647-251
NATURE'S CHRISTMAS VISIT STATUE	VA647-252
SANTA CHECKING TWICE STATUE	VA647-253
CLASSICAL SANTA PENCIL STATUE	VA647-230
TRADITIONAL SANTA PENCIL STATUE	VA655-680
RUDOLPH LAMP OR 91432 STATUE	VA647-248
SANTA'S COMING TO TOWN CANDLE HOLDER	VA627-803
PEACE ON EARTH ANGEL CANDLE HOLDER	VA647-258
NOEL ANGEL CANDLE HOLDER	VA647-259
OAK LEAVES CANDLE HOLDER	VA664-586
SANTA & FRIENDS CANDLE HOLDER	VA647-260
TRADITIONAL ANGEL PRAYING CANDLE	VA647-257
STOCKING BOY CANDY DISH	VA647-247
STOCKING GIRL CANDY DISH	VA647-239
CANDY CANE SLEIGH CANDY DISH	VA647-218
BABY ANGEL & BEAR STATUE	VA647-254
BABY ANGEL & STAR STATUE	VA647-255
BABY ANGEL PLAYING STATUE	VA647-256
SLED FULL OF TOYS CANDY DISH	VA647-236
CHERRY LANE CHAPEL STATUE	VA690-108
PRIMROSE HOUSE STATUE	VA690-111
LINCOLN SCHOOL HOUSE STATUE.	VA690-110
MCKINSEY'S MERCANTILE STATUE	VA690-107

<b>TITLE</b>	<b>Registration No.</b>
HERITAGE INN STATUE	VA690-106
FIRE STATION #7 STATUE	VA690-117
CAROLER PAM STATUE	VA664-589
CAROLER PAULA STATUE	VA664-591
CAROLER PETE STATUE	VA664-592
JOLLY SNOW BEAR STATUE	VA685-988
MERRY SNOW BEAR STATUE	VA685-986
CHEERY SNOW BEAR STATUE	VA685-987
WAYNE SNOWMAN HOCKEY PLAYER STATUE	VA681-824
MARIO SNOWMAN HOCKEY PLAYER STATUE	VA681-823
BRETT SNOWMAN HOCKEY PLAYER STATUE	VA681-822
SANTA'S CANOE CROSSING STATUE	VA681-828
SANTA'S CAROUSEL RIDE STATUE	VA681-821
MASTER TOYMAKER STATUE	VA685-997
SANTA AND SLEIGH STATUE	VA705-335
COME TELL SANTA STATUE	VA685-993
CAROUSEL RIDE WITH SANTA STATUE	VA685-996
LET'S MAKE A SNOWMAN STATUE	VA685-994
FELIZ NAVIDAD SANTA STATUE	VA685-999
MERRY CHRISTMAS SANTA STATUE	VA685-995
THE MIRACLE STATUE	VA674-224
BABY ANGEL AND DOLL STATUE	VA674-229
BABY ANGEL PRAYING STATUE	VA674-228
BABY ANGEL AND DOVE STATUE	VA674-223
BABY ANGEL WITH LION & LAMB STATUE	VA674-222
SANTA CADDY	VA705-334
IRIS STATUE	VA681-819
VIOLET STATUE	VA681-818
MARIGOLD STATUE	VA681-820
MR. CLAUS STATUE	VA705-338
MRS. CLAUS STATUE	VA705-339
GARDEN BUNNY	VA455-463
MOM'S LITTLE BUNNY	VA455-459
HAPPY BUNNY BASKET	VA455-460
SMALL TREE STATUE	VA705-341
MEDIUM TREE STATUE	VA705-928
LARGE TREE STATUE	VA705-340
ST. NICK CANDLE HOLDER	VA705-337
LARGE ST. NICK CANDLE HOLDER	VA690-124.
TEDDY BEAR CADDY	VA690-125
SANTA CANDY DISH	VA690-126
CHRISTMAS BASKET HOUSE	VA690-114
NOEL CARD HOLDER	VA690-123
CHRISTMAS COTTAGE CARD HOLDER	VA690-122
SANTA'S BABY VISIT STATUE	VA690-113
CINEMA STATUE	VA729-980
ENGINEER SANTA	VA415-311
SANTA'S POLAR BEAR RIDE	VA415-316
KRIS KRINGLE WITH TREE	VA434-700
SANTA LIGHTING THE WAY	VA434-699
SANTA BEARING GIFTS	VA434-698

<b>TITLE</b>	<b>Registration No.</b>
SANTA'S NAP	VA415-326
SNOWMAN BIRDHOUSE	VA415-312
PENGUIN BIRDHOUSE	VA415-315
HAPPY HOLIDAYS CANDLE HOLDER	VA434-697
SEASON'S SINGING	VA415-334
CHRISTMAS DECOR CAROUSEL	VA434-696
OLD TIME CAROUSEL SANTA	VA434-706
JOLLY CAROUSEL SANTA	VA434-670
SNOWMAN CAROUSEL HORSE	VA482-349
STOCKING TREATS	VA415-341
SANTA'S TRAIN RIDE	VA415-342
TRAIN ENGINE STOCKING HOLDER	VA415-348
TRAIN CAR STOCKING HOLDER	VA415-349
REINDEER STOCKING HOLDER	VA415-305
SANTA STOCKING HOLDER	VA415-303
ROCKING HORSE STOCKING HOLDER	VA415-306
SNOWMAN STOCKING HOLDER .	VA415-307
SANTA MAKING DOLL HOUSE	VA434-671
AWAITING SANTA	VA434-672
SANTA'S SPECIAL DELIVER	VA434-673
SANTA AND SNOWMAN	VA434-674
FROSTY'S FEATHERED FRIENDS	VA434-675
LET IT SNOW SNOWMEN STATUE	VA434-676
HE KNOWS YOU'RE SLEEPING	VA434-677
MERRY CHRISTMAS SANTA	VA434-725
SEASON'S GREETING SANTA	VA434-723
NIGHT BEFORE CHRISTMAS SANTA	VA434-722
LET IT SNOW "MAN"	VA434-721
N' SNOWMAN MAKES 3	VA434-680
SURPRISE DELIVERY	VA482-351
JOLLY SNOWMAN LITE UP	VA434-684
JOYFUL SANTA LITE UP	VA435-083
MERRY BEAR LITE UP	VA434-683
MERRY CHRISTMAS PLATE	VA434-682
LET IT SNOW PLATE	VA434-689
SANTA CAROUSEL PLATE	VA434-678
SNOWMEN PLATE	VA438-674
FROSTY & TEDDY STOCKING HOLDER	VA435-082
TEDDY'S ROCKING HORSE STOCKING HOLDER	VA435-080
NOAH'S ARK STOCKING HOLDER	VA435-081
SANTA'S TOYS STOCKING HOLDER	VA435-079
MERRY CHRISTMAS WITH BELLS CANDLE	VA433-659
SEASONS GREETINGS WITH SNOWMEN CANDLE	VA433-658
TEDDY BEARS IN HOLLY CANDLE HOLDER	VA433-657
SANTA'S REINDEER CANDLE HOLDER	VA434-669
SANTA IN SLEIGH CANDLE HOLDER	VA434-668
TOYS IN HOLLY CANDLE HOLDER	VA433-666
TRIMMING THE TREE	VA455-491
HAPPY CHRISTMAS TREE	VA455-616
MERRY CHRISTMAS SNOWMAN	VA455-609
SNOWMAN FAMILY	VA455-749

<b>TITLE</b>	<b>Registration No.</b>
TEDDY BEAR WIND CHIME	VA455-730
SANTA WIND CHIME	VA455-728
SNOWMAN WIND CHIME	VA455-729
SNOWMAN HOUSE	VA482-352
BAKERY WINDOW STATUE	VA455-741
TOY STORE WINDOW STATUE	VA455-627
MOTORCYCLE SANTA	VA455-468
SNOWMAN HUGS STATUE	VA455-744
SNOWMAN CANDLE HOLDER	VA455-750
SNOWMAN GATHERING CANDLE HOLDER	VA482-329
FROSTY'S WARM-UP CANDLE HOLDER	VA482-335
ANGEL CANDLE HOLDER	VA482-333
FROSTY'S LITTLE LIGHT STATUE	VA482-338
RUDY'S FIRST CHRISTMAS SNOWMAN	VA482-337
SANTA PLACE CARD HOLDER	VA455-724
SNOWMAN PLACE CARD HOLDER	VA455-725
SNOWMAN DECORATING TREE LITE-UP	VA482-331
WINDOW SHOPPING STATUE	VA482-348
SANTA'S ARRIVAL STATUE	VA482-350
SANTA'S BAG OF TOYS	VA482-330
HAPPY HOLIDAY PLATE SCENE	VA533-658
WINTER PLATE SCENE	VA533-659
SNOWMAN CANDY DISH	VA556-090
SANTA'S REINDEER CANDY DISH	VA556-099
MERRY CANDLE LITE-UP	VA482-336
STACK OF SNOWMEN	VA533-655
SNOWMEN BANNER	
3 CANDLE SNOWMAN	VA533-650
SNOWMEN MIRROR	VA533-653
SANTA MIRROR	VA533-652
MESSAGE TO SANTA	VA533-664
SNOWMAN BANNER	VA533-667
PERSONALIZED SNOWMAN	VA533-651
MANGER LIGHT-UP SCENE	VA533-665
NATURE'S CHRISTMAS TREE	VA533-663
SNOWY LAMP POST	VA533-666
CAROLING IN THE PARK LAMPPOST	VA556-098
SANTA'S TEALIGHT TREE	VA556-104
SNOWMAN'S TEALIGHT TREE	VA556-105
SNOWMOM WITH BABIES	VA556-142
CAMPFIRE KIDS TEALIGHT HOLDER	VA556-141
DECORATIVE SCROLL CANDLE HOLDER	VA556-139
TEDDY BEAR CHALK BOARD LIGHT-UP	VA556-145
WINTER TEALIGHT MIRROR SCENE	VA556-144
VILLAGE PLATE CANDLE HOLDER LIGHT-UP	VA556-143
AIRPORT	VA690-112
COUNTRY CATHEDRAL'	VA690-105
COBBLESTONE COTTAGE HOUSE	VA690-109
FEED & SEED	VA646-694
USED CARS	VA415-308
-BURGER STAND	VA415-309



<b>TITLE</b>	<b>Registration No.</b>
TRAVELERS MOTEL	VA415-313
CITY CHURCH	VA415-314
COFFEE TIME HOUSE	VA433-660
BAKERY & SWEETS VILLAGE HOUSE	VA433-661
VICTORIAN ROSE HOUSE	VA434-688
PLAZA HOTEL HOUSE	VA434-687
COUNTRY BARN CHRISTMAS	VA455-612
COUNTRY CHRISTMAS HOUSE	VA455-611
COUNTRY ANTIQUE SHOP	VA455-610
DINER	VA482-322
ENGLEWOOD HOUSE	VA482-342
SAN CARLOS DEPOT	VA482-341
TIMBER LODGE	VA482-343
PLAZA	VA533-643
OPERA HOUSE	VA533-642
GAZEBO HOUSE	VA533-646
BUS TERMINAL	VA533-647
BED AND BREAKFAST	VA556-113
HARBOR ANTIQUES	VA556-114
DELICATESSEN	VA556-115
SPEED SHOP	VA556-116
UP ON THE ROOFTOP HOUSE	VA434-690
CANDLE SHOPPE 7"	VA434-695
TOY SHOPPE 7"	VA434-694
CROWN'S INN 7"	VA434-693
YE OLD BAKERY 7"	VA434-705
COTTAGE 7"	VA434-704
CHURCH 7"	VA434-703
NANA'S HOUSE	VA556-135
VILLAGE TOYS	VA556-136
VILLAGE BAKERY	VA556-137
VILLAGE CHURCH	VA556-138
VILLAGE SWEET SHOP	VA556-140
CLOAK & CAPE HOUSE 4 3/4"	VA455-626
VILLAGE NEWS HOUSE 5"	VA455-625
TOY MAKER HOUSE 5"	VA455-624
BOARDING HOUSE 4 1/2"	VA455-623
COUNTRY COTTAGE 4 3/4"	VA455-622
ST. PAUL'S CHURCH 5"	VA455-621
MILL CREEK COTTAGE 4 1/4"	VA455-620
RED LION INN 4 1/4"	VA455-619
CANDLE SHOP 4 3/4"	VA455-488
HAMPDEN HOUSE 5"	VA455-487
EATERY 4 1/2"	VA455-486
PETERSON'S GROCERY 5"	VA455-485
WINSOR ANTIQUES 5"	VA455-483
THAMES PUB 4 3/4"	VA455-484
HOTEL 4 3/4"	VA455-482
CITY HALL 5"	VA455-481
HUTCHIN'S BAKERY 5"	VA455-743
ABBY 4 3/4"	VA455-760

<b>TITLE</b>	<b>Registration No.</b>
STONE CHURCH 5"	VA455-740
WOODLAND CHURCH 4 3/4"	VA455-739
VILLAGE JEWELER	VA482-344
THEATER	VA482-346
DRESS SHOP	VA482-345
COBBLER HOUSE	VA482-347
TEA HOUSE	VA533-662
LIBRARY	VA533-645
COACH HOUSE	VA533-661
ENGLISH HOUSE	VA533-660
WINCHESTER HOUSE	VA556-084
CROWN'S CROSSING	VA556-085
TAILOR	VA556-086
NOAH'S ARK BOOKENDS	VA578-813
DINOSAUR BOOKENDS	VA578-812
JUNGLE ZEBRAS BOOKENDS	VA578-806
TEDDY BEAR BOOKENDS	VA578-802
ROCKING HORSE BOOKENDS	VA578-805
DREAM TRAIN BOOKENDS	VA578-814
RAINBOW BANK	VA605-172
CRAYON BOX BANK	VA622-708
V.W. CAMPER BANK	VA625-566
MILK CAN BANK	VA622-706
CAT IN SHOE BANK	VA605-173
FOOTBALL BANK	VA625-568
ROCKING HORSE BANK	VA625-567
TURTLE BANK	VA581-547
BLAZER TRUCK BANK	VA666-061
PORSCHE BANK	VA622-707
SOFTIE BEAR BANK	VA625-569
DUNE BUGGY BANK	VA622-709
TWO ELEPHANTS BANK	VA578-811
DINOSAUR STEVE BANK	VA591-526
ICE CREAM CONE BANK	VA622-710
JUNGLE LION BANK	VA578-803
DINOSAUR BONNIE BANK	VA580-086
TEDDY BEAR BANK	VA578-809
ROCKING HORSE BANK	VA578-820
DREAM TRAIN BANK •	VA578-804
NOAH'S ARK BABY LAMP	VA578-807
TWO DINOSAURS BABY LAMP	VA578-818
JUNGLE ELEPHANT BABY LAMP	VA578-815
TEDDY BEAR BABY LAMP	VA578-816
ROCKING HORSE BABY LAMP	VA578-819
DREAM TRAIN BABY LAMP	VA578-817
NOAH'S ARK WALL HANGER	VA649-090
DINOSAURS WALL HANGER	VA579-999
JUNGLE ANIMAL WALL HANGER	VA580-050
TEDDY BEAR WALL HANGER	VA580-087
ROCKING HORSE WALL HANGER	VA590-071
DREAM TRAIN WALL HANGER	VA583-051

<b>TITLE</b>	<b>Registration No.</b>
NOAH'S ARK WALL PLAQUE	VA580-366
DINOSAURS WALL PLAQUE	VA583-217
JUNGLE ANIMAL WALL PLAQUE	VA583-050
TEDDY BEAR WALL PLAQUE	VA578-808
ROCKING HORSE WALL PLAQUE	VA590-908
DREAM TRAIN WALL PLAQUE	VA578-810
REAL ESTATE OFFICE	VA619-139
CRAFTMAN HOUSE	VA612-365
DOCTOR'S OFFICE	VA619-188
BOOK STORE	VA619-231
CHRISTMAS SHOP	VA619-190
VILLAGE COUNTRY HOUSE	VA619-191
CHURCH	VA623-540
BAKERY	VA623-538
COUNTRY HOUSE	VA612-496
TOY STORE	VA581-544
VICTORIAN HOUSE	VA623-539
CANDY STORE	VA612-493
RAILROAD STATION	VA623-541
BEACON HILLS HOME	VA623-542
SCHOOL HOUSE	VA605-170
LOMBARD STREET HOME	VA661-819
RANCH HOUSE WITH SILO	VA617-608
BARN	VA612-559
HOTEL	VA612-495
BRICK CHURCH	VA605-171
COUNTRY STORE	VA608-620
MILL HOUSE	VA612-560
DRUG STORE	VA581-545
LADY KATHREEN HOUSE	VA612-492
FIRE STATION	VA661-820
ROCKWOOD MANSION HOUSE	VA623.-543
PONDEROSA HOUSE	VA612-491
OLD MANSION HOUSE	VA617-600
BANK HOUSE	VA600-756
FRENCH BLUE HOUSE	VA600-519
CAFE HOUSE	VA600-814
QUEEN ANN HOUSE	VA600-517
5 & 10 STORE	VA601-188
COLONIAL HOUSE	VA600-520
SODA FOUNTAIN	VA598-444
ANTIQUUE SHOP	VA598-453
POLICE STATION	VA598-446
POST OFFICE	VA598-452
TIFFANY HOUSE	VA598-445
PARK HOUSE	VA598-447
BUTCHER SHOP	VA598-451
CITY NEWS	VA598-450
CRAFT SHOP	VA598-448
PET SHOP	VA603-048
CITY HALL	VA607-313

<b>TITLE</b>	<b>Registration No.</b>
GUILD HOUSE	VA598-449
KING WILLIAMS HOUSE	VA594-469
BOUTIQUE	VA604-738
GAS STATION	VA601-347
CATHEDRAL	VA601-348
CLOCK SHOP	VA602-733
BEAUTY SHOP	VA604-737
PUMPKIN FAMILY LIGHT-UP	VA611-870
PANNING FOR GOLD STATUE	VA581-546
PROSPECTOR STATUE	VA605-201
MOUNTAIN MAN STATUE	VA601-432
BRONCO BUSTER STATUE	VA605-169
COFFEE & BEANS STATUE	VA581-471
INDIAN STATUE	VA601-431
SQUAW WITH BABY STATUE	VA598-393
GUN SLINGER STATUE	VA581-731
INDIAN IN CANOE STATUE	VA581-730
YOUNG GUN STATUE	VA539-004
INDIAN AND EAGLE STATUE	VA581-848
OLD PROSPECTOR STATUE	VA601-434
INDIAN HUNTER STATUE	VA581-732
WOOD CARVER STATUE	VA581-849
NET MENDER STATUE	VA611-868
SWABBING DECK STATUE	VA617-616
SCRUB A DUB STATUE	VA611-867
BLACKSMITH STATUE	VA617-611
BEAR SCARE STATUE	VA630-189
INDIAN BOY AND WOLF STATUE	VA608-853
INDIAN WOMAN AND BOY STATUE	VA615-601
BUNNY SITTING STATUE	VA622-598
BUNNY LYING STATUE	VA622-600
NOAH'S ARK SWITCH PLATE	VA590-073
DINOSAUR SWITCH PLATE	VA579-882
JUNGLE ZEBRA SWITCH PLATE	VA589-824
TEDDY BEAR SWITCH PLATE	VA580-088
ROCKING HORSE SWITCH PLATE	VA583-052
DREAM TRAIN SWITCH PLATE	VA590-072

**EXHIBIT 1**

PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES ASSIGNMENT

WHEREAS, \_\_\_\_\_ (“Grantor”) is the registered owner of the patents, patent rights, and patent applications, trademarks, service marks, trade names, service trademark applications and service trade names, copyrights and copyright applications and licenses listed on **Schedule A** attached hereto and made a part hereof (“Assets”), which are registered in the United States Patent and Trademark Office, United States Copyright Office, or other appropriately empowered officials of foreign countries, respectively; and

WHEREAS, \_\_\_\_\_ (“Grantee”), having a place of business at \_\_\_\_\_, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Intellectual Property Security Agreement of even date herewith, between Grantor and Grantee, all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Intellectual Property Assignment to be executed as of the \_\_\_ day of \_\_\_\_\_ .

\_\_\_\_\_

By: \_\_\_\_\_  
Attorney-in-fact

Witness:

**CORPORATE ACKNOWLEDGMENT**

UNITED STATES OF AMERICA :

STATE OF : S.S.

COUNTY OF :

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_, before me, a Notary Public for the said County and State, personally appeared \_\_\_\_\_ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of \_\_\_\_\_ and s/he acknowledged to me that s/he executed the foregoing Intellectual Property Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

## POWER OF ATTORNEY

**COLORBÖK, LLC**, an Ohio limited liability company (“Grantor”), hereby authorizes **FIRSTMERIT BANK, N.A.**, a national banking association (“Grantee”), as Grantor’s true and lawful attorney-in-fact, with the power to endorse Grantor’s name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Intellectual Property Security Agreement between Grantor and Grantee dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the “Patent Agreement”), including, without limitation, the power to use the Assets (as defined in the Patent Agreement) and listed on **Schedule A** attached hereto and made a part hereof, to grant or issue any exclusive or nonexclusive license under the Assets to anyone else or to assign, pledge, convey or otherwise transfer title in or dispose of the Assets, in each case subject to the terms of the Patent Agreement.

---

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of a certain Credit and Security Agreement dated the date hereof between Grantor and Grantee, as each document may be hereinafter supplemented, restated, superseded, amended or replaced.

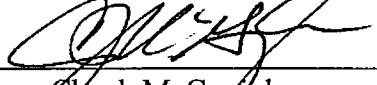
Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Patent Agreement.

This Power of Attorney shall be irrevocable for the life of the Patent Agreement.

[SIGNATURE PAGE FOLLOWS]

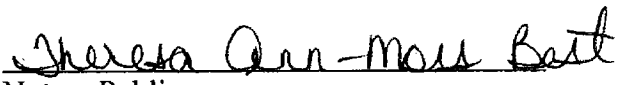
IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, under seal, this 2nd day of March 2012.

**COLORBÖK, LLC,**  
an Ohio limited liability company

By:   
Name: Chuck McGonigle  
Title: Chief Executive Officer

UNITED STATES OF AMERICA :  
STATE OF Michigan : SS  
COUNTY OF Washtenaw :

Acknowledged before me on this 2nd of March 2012, before me personally appeared Chuck McGonigle, to me known and being duly sworn, deposes and says that he is the Chief Executive Officer of **COLORBÖK, LLC**, an Ohio limited liability company, the Grantor described in the foregoing Power of Attorney; that he signed the Power of Attorney as such officer pursuant to the authority vested in him by law; that the within Power of Attorney is the voluntary act of such company; and that he desires the same to be recorded as such.

  
Notary Public  
My Commission Expires: 1-8-2014

[SIGNATURE PAGE TO POWER OF ATTORNEY - IP SECURITY AGREEMENT]