TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Huntington National Bank		102/01/2006	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	The Longaberger Company	
Street Address:	1500 East Main Street	
City:	Newark	
State/Country:	ОНЮ	
Postal Code:	43055	
Entity Type:	CORPORATION: OHIO	

PROPERTY NUMBERS Total: 92

Property Type	Number	Word Mark
Registration Number:	1596466	LONGABERGER BASKETS
Registration Number:	1523520	THE LONGABERGER HEARTLAND COLLECTION
Registration Number:	1586801	J.W. COLLECTION
Registration Number:	1662516	LONGABERGER POTTERY
Registration Number:	1813749	LONGABERGER
Registration Number:	1887402	DRESDEN DIRECT 1-800-933-7373
Registration Number:	1926875	WOVEN TRADITIONS
Registration Number:	1946189	
Registration Number:	1836822	HEARTLAND
Registration Number:	1932490	ALWAYS AT HOME IN YOUR HOME.
Registration Number:	1836823	ALL-AMERICAN COLLECTION
Registration Number:	1842978	
Registration Number:	1858638	"HANDMADE TO BE HANDED DOWN."
Registration Number:	1907384	LONGABERGER WOODCRAFTS
1		IRADEMARK

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Registration Number:	1938746	BEE
Registration Number:	2021439	HORIZON OF HOPE
Registration Number:	1982417	TRADITIONS COLLECTION
Registration Number:	2023773	SWEETHEART BASKET
Registration Number:	2022227	ODDS & ENDS BASKET
Registration Number:	2050552	LONGABERGER EXPRESS
Registration Number:	2126792	LONGABERGER FOUNDRY COLLECTION
Registration Number:	2073946	COLLECTORS CLUB
Registration Number:	2125082	
Registration Number:	2218078	LONGABERGER
Registration Number:	2218089	LONGABERGER
Registration Number:	2089418	BEE
Registration Number:	2163534	THE LONGABERGER FAMILY CENTER
Registration Number:	2123971	FLORAL BASKET
Registration Number:	2152162	RENEWAL BASKET
Registration Number:	2352980	THE LONGABERGER COMPANY
Registration Number:	2172615	LONGABERGER
Registration Number:	2282472	PROUDLY MADE IN THE USA
Registration Number:	2526187	CLASSIC BASKETS
Registration Number:	2224046	THE PLACE
Registration Number:	2290672	20TH CENTURY BASKET
Registration Number:	2198580	LONGABERGER HEARTLAND FOODS
Registration Number:	2227986	LONGABERGER VILLAGE
Registration Number:	2456578	WOVEN TRADITIONS
Registration Number:	2282784	GENERATIONS BASKET
Registration Number:	2297505	LONGABERGER POTTERY MADE IN THE U.S.A.
Registration Number:	2294739	LONGABERGER AT HOME
Registration Number:	2362876	LONGABERGER HOMESTEAD
Registration Number:	2297616	LONGABERGER VILLAGE HANDCRAFTS
Registration Number:	2270572	COLLECTORS CLUB
Registration Number:	2639955	HOMESTEAD HOLIDAYS
Registration Number:	2305717	ALL AMERICAN
Registration Number:	2247874	BONNIE LONGABERGER
Registration Number:	2272435	THE LONGABERGER VILLAGE PRESS
Registration Number:	2349607	LONGABERGER TRADEMARK

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	2349617	LONGABERGER
Registration Number:	2349619	LONGABERGER
Registration Number:	2410257	LONGABERGER GOLF CLUB
Registration Number:	2345649	LONGABERGER GOLF CLUB
Registration Number:	2416608	COLLECTORS CLUB
Registration Number:	2770577	
Registration Number:	2751472	
Registration Number:	2537864	LONGABERGER GOLF CLUB
Registration Number:	2627348	LONGABERGER GOLF CLUB
Registration Number:	2590733	LONGABERGER GOLF CLUB
Registration Number:	2590743	LONGABERGER GOLF CLUB
Registration Number:	2706615	PEN PAL
Registration Number:	2704161	GATEHOUSE
Registration Number:	2706616	WORK LOAD
Registration Number:	2704162	SMALL COMFORTS
Registration Number:	2706617	VANITY
Registration Number:	2818819	GENERATIONS
Registration Number:	2706618	NOTE PAL
Registration Number:	2700359	WISHLIST
Registration Number:	2785150	OLD GLORY
Registration Number:	2775444	BLUE RIBBON COLLECTION
Registration Number:	2702643	LONGABERGER
Registration Number:	2719387	LONGABERGER
Registration Number:	2709415	GROWING STRONG TOGETHER
Registration Number:	2719393	JAM
Registration Number:	2727158	DRESDEN BASKET
Registration Number:	2713553	WOVEN MEMORIES BASKET
Registration Number:	2711463	LONGABERGER
Registration Number:	2711464	STUCK ON YOU
Registration Number:	2817040	PROUDLY AMERICAN
Registration Number:	2817089	WOVEN TRADITIONS
Registration Number:	2901495	WOVEN TRADITIONS
Registration Number:	2788882	BEE BASKET
Registration Number:	2764456	LONGABERGER
Registration Number:	2817301	BOARDWALK
<u> </u>	11	TRADEMARK

	2945373	AMERICAN CRAFT ORIGINALS
Registration Number:	2869645	ALWAYS AT HOME IN YOUR HOME
Registration Number:	2910807	LONGABERGER UNIVERSITY
Registration Number:	2948019	COLLECTORS CLUB
Registration Number:	3049041	LONGABERGER
Registration Number:	3078622	MAY SERIES
Registration Number:	3049175	WORK-A-ROUND
Registration Number:	3119208	LONGABERGER

CORRESPONDENCE DATA

Fax Number: 2162410816

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 216-622-8200

Email: ipdocket@calfee.com

Correspondent Name: Juliet P. Castrovinci

Address Line 1: 1405 East Sixth Street

Address Line 2: Calfee, Halter & Griswold LLP
Address Line 4: Cleveland, OHIO 44114-1607

ATTORNEY DOCKET NUMBER:	30283/04727
NAME OF SUBMITTER:	Juliet P. Castrovinci
Signature:	/Juliet P. Castrovinci/
Date:	11/28/2012

Total Attachments: 28

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February 1, 2006

The Longaberger Company 1500 East Main Street Newark, Ohio 43055-8845 ("Customer")

Beal Nevada Service Corporation, as Administrative Agent 6000 Legacy Drive, 4W Plano, Texas 75024

U.S. Bank National Association, as Agent 425 Walnut Street, 14th Floor Cincinnati, Ohio 45202

Re:

Payoff of Obligations of Customer

Dear Customer and New Lenders (as defined below):

Reference is hereby made to (1) that certain Credit Agreement, dated as of August 29, 2002, among Customer, The Huntington National Bank ("Huntington"), JPMorgan Chase Bank, N.A. (successor by merger to Bank One, N.A. (Columbus)) ("JPMorgan"), LaSalle Bank National Association ("LaSalle"), and Unizan Bank ("Unizan", and together with Huntington, JPMorgan, and LaSalle, the "Banks"), as amended and modified from time to time and, together with all related agreements, instruments and documents (the "Loan Agreement") and (2) those certain Note Purchase Agreements, each dated as of December 15, 1997, among Customer and The United States Life Insurance Company in the City of New York ("United States Life"), American General Life Insurance Company ("American General"), State Farm Life Insurance Company ("State Farm"), Nationwide Life Insurance Company ("Nationwide"), The Lincoln National Life Insurance Company ("Lincoln"), First Penn-Pacific Life Insurance Company ("Penn-Pacific"), and Swiss Re Life & Health America, Inc. ("Swiss Re", and, together with United States Life, American General, State Farm, Nationwide, Lincoln, and Penn-Pacific, the "Noteholders"), as amended and modified from time to time and, together with all related agreements, instruments and documents (the "Note Purchase Agreements"). The Banks and the Noteholders collectively shall herein be referred to as the "Existing Lenders". The Existing Lenders understand that Customer expects to obtain financing from the New Lenders (as defined below) that will be used to repay in full the obligations of Customer to each of the Existing Lenders under the Loan Agreement and Note Purchase Agreements (collectively, the "Obligations") on the Payoff Date (as defined below). "New Lenders" shall mean U.S. Bank National Association, PNC Bank and Beal Nevada Service Corporation.

This letter confirms that, (a) upon receipt by Huntington, acting as the Agent on behalf of the Banks under the Loan Agreement, and no later than 1:00 p.m. (Columbus, Ohio time) on February 2, 2006 (the "Payoff Date") of a wire transfer of immediately available funds pursuant to the instructions set forth below in the aggregate sum of Payoff Amount") (which includes principal and interest obligations and costs and expenses owed under the Loan Agreement (payable to Huntington as Administrative Agent), but may not include per diem charges, if applicable), and (b) upon receipt by each of the Noteholders on or before the Payoff Date of a wire transfer of immediately available funds in the respective amounts set forth below (which includes principal and interest obligations, make-whole amounts, costs and fees, but may not include per diem charges, if applicable), and upon each of the following conditions precedent being satisfied: (1) receipt by Huntington and the Noteholders of an executed copy of this letter signed by Customer and (2) receipt by Huntington from each Existing Lender of a properly executed facsimile copy of the Acknowledgement and Authorization, a form of which is attached hereto as Exhibit A; Huntington, as Collateral Agent, will be, and hereby is, authorized and directed to deliver the Terminations (as defined below) to Customer or its designee and, subject to the terms therein, the Loan Agreement and the Note Purchase Agreements shall be terminated. Subject to the terms and conditions contained herein, this letter constitutes Existing Lenders' agreement to authorize Huntington, as the Collateral Agent, to execute and deliver to Customer or its designee the mortgage releases, deeds of trust and lien notation releases described in Exhibit B attached hereto (collectively, the "Terminations"). Furthermore, subject to the terms and conditions herein, upon receipt of the Terminations Customer or its designee shall have the authority to file the Terminations and any other terminations or releases (including any UCC termination statements) in order to terminate or release those liens, encumbrances and mortgages that were granted under or in connection with the Loan Agreement, the Note Purchase Agreements, or any agreement, instrument, or document relating thereto. Notwithstanding anything to the contrary contained above, all increased costs, indemnity and expense obligations contained in the Loan Agreement and the Note Purchase Agreements and in each document executed in connection therewith shall survive the termination of the Loan Agreement and the Note Purchase Agreements and the releases of the security interests thereunder.

The "Payoff Amount" as of the Payoff Date consists of all of the following:

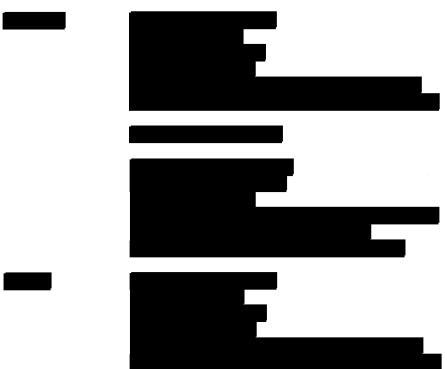
Obligations under the Loan Agreement (other than the outstanding amounts with respect to any outstanding letters of credit and the corporate credit card program):



Wire Transfer Instructions:



Cash Collateral Obligations in respect to (i) all outstanding letters of credit (
) and (ii) the corporate credit card program (
) (the following amount shall be deposited and maintained in Huntington's account numbers (the "Cash Collateral Account"): (payable to and for the sole benefit of Huntington).

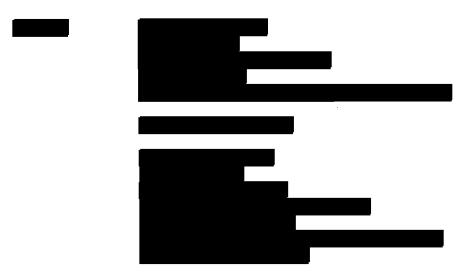












Fees and Expenses Owed Under the Loan Agreement (payable to Huntington as Administrative Agent):

a. Legal Fees and
Out-of pocket
expenses

Fees and Expenses Owed Under the Note Purchase Agreements:

a. Legal Fees and
Out-of pocket
expenses

Total

The Payoff Amount owed to all of the Banks (including all fees and expenses owed under the Loan Agreement (payable to be deposited with in respect to the Cash Collateral Account) should be wired to

The Payoff Amount owed to each of the Noteholders (and to should be wired pursuant to the respective wire transfer instructions set forth above.

Customer, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, pledges and assigns to Huntington a pledge and security interest in the Cash Collateral Account and all amounts deposited and maintained therein from time to time, whether Customer's interest be now owned or existing or hereafter arising or acquired, together with all substitutions and replacements therefor, all interest and increases arising therefrom or payable in respect thereto, whether in cash, property or otherwise, and whether now or hereafter earned, paid or made, and all cash and non-cash proceeds thereof including. but not limited to, notes, drafts, checks and instruments. This paragraph is agreed to by Customer in order to provide Huntington with secured collateral solely in respect to the obligations now and hereafter owed by Customer to Huntington in connection with all outstanding letters of credit and the corporate credit card program. The security interest hereby granted is to secure the prompt and full payment and complete performance of all obligations of Customer to Huntington in respect of all outstanding letters of credit and the corporate credit card program. Additionally, Customer hereby grants, pledges and conveys to Huntington all rights of reimbursement, recoupment and set-off in respect to the Cash Collateral Account and the amounts therein, to the maximum extent permitted under applicable law, in connection with such obligations.

The Payoff Amount may not represent all amounts the Customer owes Existing Lenders, because of potential adjustments for returned items, insufficient funds checks, partial credits, provisional credits and so forth (collectively the "Adjustments"). Customer also maintains accounts and services, including payroll accounts, with Huntington for which there may arise fees, service charges and other charges (collectively the "Account Charges"). The Existing Lenders understand that Customer desires to maintain its accounts with Huntington for a period after the Payoff Date. Therefore, the Account Charges will continue to accrue, and the Payoff Amount may not include all of the Account Charges. Customer has further agreed to reimburse Existing Lenders for all of Existing Lenders' out-of-pocket expenses associated with the credit extended to Customer, such as legal and financial advisor fees and expenses and costs for the release of Existing Lenders' collateral interests (collectively the "Expenses"). The Existing Lenders have made good faith efforts to identify all Adjustments, Account Charges and Expenses as of the date hereof, and to our knowledge have included such amounts in the Payoff Amount, but if these amounts are not accurate, Customer shall pay in full all such obligations due to the Existing Lenders; provided, however, that to the extent that such obligations have not been identified on or before the Payoff Date, the existence of such obligations shall not have an effect on the authorizations and directions to Huntington, as the Collateral Agent, to execute and deliver the Terminations or other terminations or releases to Customer or its designee or, subject to the terms and conditions set forth herein, the terminations of the Loan Agreement and each of the Note Purchase Agreements.

By acceptance of this letter and signing in the space provided below, Customer agrees to indemnify and hold harmless each of the Existing Lenders against and in respect of any and all damages, losses, deficiencies, liabilities, costs and expenses that relate to any of the Adjustments, Account Charges and Expenses, and Customer agrees to pay to or reimburse the applicable Existing Lender(s) for all such Adjustments, Account Charges and Expenses.

In consideration of Existing Lenders delivering the Terminations, Customer or its agent is authorized and accepts the responsibility and expense for filing the Terminations in all applicable filing offices, and from time to time Huntington will, subject to the terms and conditions herein and at the Customer's expense, execute and deliver such terminations and releases and other documents and instruments as the Customer or its agent may reasonably request in order to evidence the termination of the liens and security interests granted to the Existing Lenders under or in connection with the Loan Agreement or the Note Purchase Agreements. Except for the collateral held or deposited in the Cash Collateral Account, Huntington will promptly deliver any collateral in its possession that is held or maintained solely in connection with the Loan Agreement or the Note Purchase Agreements to the Customer or such other party as the Customer may direct in writing, and Huntington, at Customer's expense, agrees to take any and all other action with respect to such collateral that is requested by the Customer and that is reasonably necessary in order to achieve the foregoing.

Subject to the terms and conditions contained herein and upon receipt of the Bank Payoff Amount and the per diem charges, if applicable, by Huntington and the balance of the Payoff Amount and the per diem fees and charges, if applicable, by the Noteholders, in good and immediate funds, all liens and security interests granted by the Customer in favor of the Existing Lenders that relate to the Loan Agreement and Note Purchase Agreements shall automatically, without any further action by the Existing Lenders or the Customer, be irrevocably and unconditionally satisfied, terminated and released in full; all commitments that relate to the Loan Agreement and Note Purchase Agreements shall terminate; and all Obligations (other than in respect to Adjustments, Account Charges, and Expenses) under the Loan Agreement, the Note Purchase Agreements and this letter agreement shall be deemed to be paid in full, released and discharged.

Each Existing Lender is solely responsible for its own respective figures and wiring instructions as set forth herein. Accordingly, The Huntington National Bank makes no representations or warranties with respect to any other figures or wiring instructions set forth herein, and The Huntington National Bank hereby expressly disclaims any obligation or duty to verify the accuracy of any figures or wiring instructions set forth herein other than in respect to Huntington's payoff amounts and wiring instructions.

This letter agreement may be executed in counterparts, each of which shall be deemed to constitute an original document. The facsimile or other electronically transmitted copy of this letter is to be treated the same as an originally executed copy hereof. If you have any questions regarding the same, please do not hesitate to contact the undersigned.

Very truly yours,

Steven P. Clemens, Vice President

Acknowledged and Agreed:
THE LONGABERGER COMPANY BY MUE L. H. Its: VICE DEESIDENT OF FINANCE
JP Morgan Chase Bank, N.A. (successor by merger to Bank One, N.A. (Columbus))
By:
Its:
LaSalle Bank National Association
Ву:
Its:
Unizan Bank
By:
Its:
The Huntington National Bank, as an Existing Lender and as Collateral Agent
By:
I for

Acknowledged and Agreed:	
THE LONGABERGER COMPANY	
Ву:	
Its:	
JP Morgan Chase Bank, N.A. (successor by merger to By:	a Bank One, N.A. (Columbus))
JOHN H. SCHTERUD	
LaSalle Bank National Association	
By:	
Its:Unizan Bank	
Ву:	
Its:	
The Huntington National Bank, as an Existing Lende	r and as Collateral Agent
Ву:	
Its:	

Acknowledged and Agreed:
THE LONGABERGER COMPANY
Ву:
Its:
JP Morgan Chase Bank, N.A. (successor by merger to Bank One, N.A. (Columbus))
Ву:
Its:
LaSalle Bank National Association By: All Mandeller Street Stree
Its: Senior Vice President
Unizan Bank
Ву:
Its:
The Huntington National Bank, as an Existing Lender and as Collateral Agent
Ву:
l dise.

Åcknowledged and Agreed:	
THE LONGABERGER COMPANY	
Ву:	
[ts:	
JP Morgan Chase Bank, N.A. (successor by merger	to Bank One, N.A. (Columbus))
By:	
Its:	
LaSalle Bank National Association By:	
Its:	
Unizan Bank	
By X laugh Millell	***
Its: /Execution life fresident	
The Huntington National Bank, as an Existing Lend	fer and as Collateral Agent
Ву;	
Its:	

Acknowledged and Agreed:	
THE LONGABERGER COMPANY	
Ву;	
Its:	
JP Morgan Chase Bank, N.A. (successor by merger	to Bank One, N.A. (Columbus))
Ву:	
Its:	
LaSalle Bank National Association	•
Ву:	
Its:	
Unizan Bank	
Ву:	
Its:	
The Huntington National Bank, as an Existing Lend	der and as Collateral Agent
By: Ay Can	•
Its: VICE PRESIDENT	•

THE UNITED STATES LIFE INSURANCE
COMPANY IN THE CITY OF NEW YORK, AS
SUCCESSOR-BY-MERGER TO AMERICAN
GENERAL LIFE INSURANCE COMPANY OF
NEW YORK

AMERICAN GENERAL LIFE INSURANCE
COMPANY, AS SUCCESSOR-BY-MERGER TO
ALL AMERICAN LIFE INSURANCE COMPANY,
AND
THE OLD LINE LIFE INSURANCE COMPANY
OF AMERICA

By: AIG Global Investment Corp. Investment Adviser

By:

Name: Ted Etlinger
Title: Vice President

[Signature/Acknowledgement Page to Longaberger Payoff Letter]

STATE FARM LIFE INSURANCE COMPANY

By: / ///// LLM

Name: Julie Pierce Title: Investment Officer

Name: Larry Rottunda Title: Assistant Secretary

[Signature/Acknowledgement Page to Longaberger Payoff Letter]

NATIONWIDE LIFE INSURANCE COMPANY

Name

JOSEPH P. YOUNG

[Signature/Acknowledgement Page to Longaberger Payoff Letter]

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

By: Delaware Investment Advisers, a Series of Delaware Management Business Trust, Attorney-In-Fact

Name: Charles M. Devereux
Title: Senior Vice President

[Signature/Acknowledgement Page to Longaberger Payoff Letter]

FIRST PENN-PACIFIC LIFE INSURANCE COMPANY

By: Delaware Investment Advisers, a Series of Delaware Management Business Trust, Attorney-In-Fact

Name: Charles M. Devereux
Title: Senior Vice President

[Signature/Acknowledgement Page to Longaberger Payoff Letter]

SWISS RE LIFE & HEALTH AMERICA INC.

By: Swiss Re Asset Management (Americas)

Inc.

Name: John H. DeMallie

[Signature/Acknowledgement Page to Longaberger Payoff Letter]

Acknowledged and Agreed:	
Beat Nevada Service Corporation, as Administrative	Agent
By: Jaed Chemn	LEA
Its: President	
U.S. Bank National Association, as Agent	
Ву:	
Tts:	

Acknowledged and Agreed:
Beal Nevada Service Corporation, as Administrative Agent
Ву:
Its:
U.S. Bank National Association, as Agent
By: Anot A. Heaghing
Its: (Vice Herston)

Exhibit A

Acknowledgement and Authorization

Reference is hereby made to that certain payoff letter from The Huntington National Bank ("Huntington") to The Longaberger Company, dated as of February 1, 2006 (the "Payoff Letter"). Capitalized terms used and not defined herein shall adopt the meanings ascribed to such terms in the Payoff Letter.

The undersigned hereby acknowledges receipt of the entire amount owed to the undersigned thereunder, and hereby authorizes Huntington to deliver to Customer or its designee the Terminations in accordance with the Payoff Letter.

[NAME OF BANK OR NOTEHOLDER]
By:

Exhibit B

(List of Terminations)

[To be deemed acceptable by Huntington upon Receipt From New Lenders]

Exhibit B

UCC Financing and Fixture Financing Statement

DEBTOR: The Longaberger Company

SECURED PARTY: The Huntington National Bank

Jurisdiction	Filing No. and Date
Ohio Secretary of State	Til 111/20/04
Muskingum County, Ohio	Filed 11/30/04
wuskingum County, Omo	12/01/04
	12/01/04
Licking County, Ohio	12/01/04
Morgan County, Ohio	12/01/04
Tuscarawas County, Ohio	12/02/04
Stark County, Ohio	12/01/04

DEBTOR: Reliable Investment Company, L.L.C. SECURED PARTY: The Huntington National Bank

Jurisdiction	Filing No. and Date
Ohio Secretary of State	Filed 11/30/04
Muskingum County, Ohio	12/01/04

Mortgage Releases

MORTGAGOR: The Longaberger Company MORTGAGEE: The Huntington National Bank

Jurisdiction	Filing No. and Date
Morgan County, Ohio	
·	11/24/04
Stark County, Ohio	
	12/01/04
Tuscarawas County, Ohio	
	11/24/04

{CXO8501.DOC;1}

Jurisdiction	Filing No. and Date
Licking County, Ohio	
	12/01/04
Muskingum County, Ohio	
	12/01/04

MORTGAGOR: Reliable Investment Company L.L.C. MORTGAGEE: The Huntington National Bank

Jurisdiction	Filing No. and Date
Muskingum County, Ohio	
	11/24/04

Any and all Patent, Trademark, Copyrights and other intellectual property liens on file with the United States Patent & Trademark Office, The United States Copyright Office, and the similar offices of the respective countries or jurisdictions.

{CXO8501.DOC;1}