

06-15-2001



101752569

JUN 8

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RECORDATION TRADEMARKS ONLY

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

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): G.Y.O.I Midwest of Cannon Falls, Incorporated
Individual(s) Association General Partnership Limited Partnership Corporation-State Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Fleet National Bank Internal Address: Street Address: One Federal Street City: Boston State: MA Zip: 02110
Individual(s) citizenship Association National Banking General Partnership Limited Partnership Corporation-State Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Termination and Release
Execution Date:

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 74697575 Please see Schedule A
Additional number(s) attached Yes No

B. Trademark Registration No.(s) Please see Schedule A
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Grant S. Thompson, Esq. Internal Address: Finn Dixon & Herling LLP
Street Address: One Landmark Square Suite 1400
City: Stamford State: CT Zip: 06901

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41): \$ 40.00 Enclosed Authorized to be charged to deposit account
8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Grant S. Thompson Signature Date 6/5/01

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

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

06/14/2001 LMUELLER 00000129 74697575

01 FC:481

40.00 OP

Schedule A

TRADEMARKS AND SERVICE MARKS

TRADEMARKS

TRADEMARK NAME	STATUS	COUNTRY	APPLICATION NUMBER	FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE
CELEBRATE SPRING	Registered	United States	74/697,575	7/5/95	2,036,553	2/11/97
CREEPLY HOLLOW	Registered	United States	75/095,503	4/29/96	2,054,980	4/22/97
HOUSEWARMINGS	Registered	United States	74/697,574	7/5/95	1,976,757	2/6/96
MIDWEST OF CANNON FALLS	Registered	United States	74/486,181	2/3/94	1,954,072	2/6/96
MIDWEST OF CANNON FALLS	Registered	United States	74/652/273	3/28/95	1,954,990	2/6/96
MIDWEST OF CANNON FALLS	Registered	United States	74/652,255	3/28/95	1,954,988	2/6/96
BUBBLE LITE	Registered	United States			1,730,438	11/3/92
BIRTHDAY ANGELS	Pending	United States	75/211,367	12/11/96		
PERJINKITIES	Pending	Canada	829,296	11/19/96		
PERJINKITIES	Pending	United States	75/148,641	8/12/96		
RADIANT LIGHTS	Pending	United States	75/211,366	12/11/96		
ROOM TO WRITE and Design	Pending	United States	75/009,733	10/18/95		

1359122

VINTAGE GLASSWORKS COLLECTIONS	Pending	United States	75/132,442	7/10/96		
HOLIDAY GALLERY	Pending	United States	74/735,755	9/29/95		
RED NECK REINDEER	Pending	United States	75/087,338	4/12/96		
TATTERTALES	Pending	United States	75/130,820	7/8/96		
FROSTY FOLLIES	Pending	United States	75/249,393	2/27/97		
FROSTY FOLLIES (derivative)	Pending	United States		Application being prepared		
PETITE POPOLO	Pending	United States		Application forwarded by Norma Industries, Limited		
HOLIDAY GALLERY	Pending	Canada	794397	10/5/95	T127-264	
LUKE'S FLUKES	Pending	Canada	797457	11/15/95	T727-266	
RED NECKED REINDEER	Pending	Canada	817264	7/10/96	T127-300	
TATTERTALES	Pending	Canada	817625	7/10/96	T127-301	
KEEPSAKES PORCELAIN HINGED BOX	Will Abandon	United States	75/012,169	2/3/97		
HERITAGE SANTA COLLECTION	Abandoned	United States	74/012,169	12/18/89		
HERITAGE SANTA COLLECTION	Abandoned	United States	74/012,160	12/18/89		

MAGNETIC EXPRESSIONS and Design	Abandoned	United States	74/726,790	9/8/95		
MERRY MOUSETALES	Abandoned	United States	74/365,049	3/5/93		

The Company does not register the trademarks and trade names used in conjunction with its showroom themes. These themes change every season, every year.

JK

1359122

**TERMINATION AND RELEASE
OF SECURITY INTEREST
IN TRADEMARKS**

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

("Release"), dated as of April 25, 2001 by and between Midwest of Cannon Falls, Incorporated, a Minnesota corporation with a principal place of business at 32057 64th Avenue, Cannon Falls, Minnesota (the "Company") and Fleet National Bank, a national banking association with a principal place of business at One Federal Street, Boston, Massachusetts (the "Lender").

WHEREAS, pursuant to the terms of the Intellectual Property Security Agreement (the "Security Agreement"), dated as of September 29, 1997 by and between the Company and the Lender and recorded with the United States Patent and Trademark Office at Reel 1727 Frame 0480, the Company granted to the Lender a security interest in and lien on, and collaterally assigned to the Lender all of its Trademarks, including, without limitation, the Trademarks identified on Schedule A attached hereto, including all foreign right, title and interest of the Company in said Trademarks, including all good will associated with said Trademarks; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender and the Company hereby agree as follows:

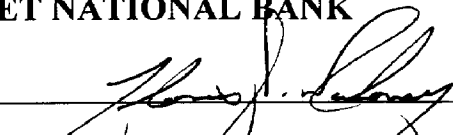
1. **Release and Assignment.** The Lender hereby terminates and releases its security interest in and first priority lien on all of the Company's Trademarks, and the Lender hereby assigns and transfers to the Company, without recourse, all of the Lender's right, title and interest in and to each of the Trademarks, effective as of the date set forth above.

2. **Acknowledgment and Acceptance.** The Company hereby acknowledges and accepts the forgoing release and assignment by the Lender.

3. **Counterparts.** This Release may be executed in any number of counterparts which shall together constitute one and the same agreement.


IN WITNESS WHEREOF, The Lender and the Company have executed this Release, to take effect as of the date set forth above, and pursuant to this agreement this document may be filed with the United States Patent and Trademark Office and will be publicly available.

FLEET NATIONAL BANK

By: 
Name: Thomas J. Mahoney
(please print)
Title: Director
(please print)

Accepted:

MIDWEST OF CANNON FALLS, INC.

By: 

Name: Timothy S. McCord
(please print) Chief Financial Officer & V.P., Operations
Title: _____
(please print)

CERTIFICATE OF ACKNOWLEDGEMENT

State of MINNESOTA)
County of GOODHUE) ss.

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 21st day of May 2001, personally appeared TIMOTHY S. McCORD to me known personally, and who, being by me duly sworn, deposes and says that he/she is CFO & VP, OPERATIONS of MIDWEST OF CANNON FALLS, INCORPORATED and that said instrument was signed and sealed on behalf of said corporation by authority of its governing body, and said officer acknowledged said corporation by authority of its governing body, and said instrument to be the free act and deed of said corporation.



[SEAL]

Linda J. Kalland

Notary Public: LINDA J. KALLAND (please print)

My Commission Expires: January 31, 2005

CERTIFICATE OF ACKNOWLEDGEMENT

COMMONWEALTH OF MASSACHUSETTS)
County of Suffolk) ss.

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 23rd day of April 2001, personally appeared Thomas J Mahoney to me known personally, and who, being by me duly sworn, deposes and says that he/she is Director of FLEET NATIONAL BANK and that said instrument was signed and sealed on behalf of said corporation by authority of its governing body, and said officer acknowledged said corporation by authority of its governing body, and said instrument to be the free act and deed of said corporation.

[Handwritten signature]

Notary Public: (please print)

My Commission Expires:

KRISTINE R. MILLET
Notary Public
My Commission Expires April 17, 2003

[SEAL]