

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GIA, Inc.		05/05/2004	CORPORATION: NEBRASKA

RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	New York Banking Corporation:

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Registration Number:	1836139	PERFECT PRESENTS
Registration Number:	1027330	NEW HAVEN
Registration Number:	1030752	BURWOOD
Registration Number:	665728	ARABESQUE
Registration Number:	675676	ARABESQUE

CORRESPONDENCE DATA	
Fax Number:	(212)455-2502
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(212) 455-2254
Email:	KSolomon@stblaw.com
Correspondent Name:	Robyn Rahbar, Esq.
Address Line 1:	Simpson Thacher & Bartlett LLP
Address Line 2:	425 Lexington Avenue
Address Line 4:	New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1023
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NAME OF SUBMITTER:	Kimberly Solomon
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OP \$140.00 1836139

**Total Attachments: 6**

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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), dated as of May 5, 2004 is made by GIA, Inc., a Nebraska corporation (the “Grantor”), in favor of JPMorgan Chase Bank, as Administrative Agent (the “Agent”) for the several banks and other financial institutions from time to time parties to the Credit Agreement (the “Lenders”), dated as of March 31, 2004 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Home Interiors & Gifts, Inc., a Texas corporation and the parent of the Grantor (“Borrower”), the Lenders, the Agent, and Bear Stearns Corporate Lending, Inc., as Syndication Agent. Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor and certain other subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of March 31, 2004, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Collateral Agreement”);

WHEREAS, pursuant to the Collateral Agreement, Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Grantor pursuant to the Credit Agreement, Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Collateral Agreement.

SECTION 2. Grant of Security Interest. Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (as such term is defined in the Collateral Agreement) that Grantor now has or at any time in the future may acquire (including, without limitation, those items listed on Schedule A hereto), as collateral security, to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.


SECTION 3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent and the Lenders in connection with the Collateral Agreement and is expressly subject to the terms and conditions thereof. The Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GIA, INC.

By:   
Name: Kenneth J. Cichocki  
Title: Secretary

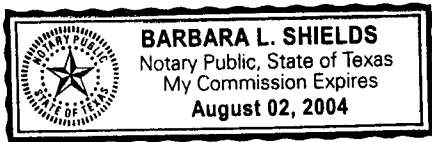
JPMORGAN CHASE BANK  
as Administrative Agent for the Lenders

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

STATE OF TEXAS            )  
  ) ss  
COUNTY OF DENTON        )

On the 20<sup>th</sup> day of April, 2004, before me personally came Kenneth J. Cichocki, who is personally known to me to be the Secretary of GIA, Inc., a Nebraska corporation; who, being duly sworn, did depose and say that she/he is the Secretary in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Barbara L. Shields  
Notary Public



(PLACE STAMP AND SEAL ABOVE)

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GIA, INC.

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

JPMORGAN CHASE BANK  
as Administrative Agent for the Lenders

By: William J. Caggiano  
Name: William J. Caggiano  
Title: Managing Director

**SCHEDULE A**

**U.S. Trademarks Registrations and Applications**

<u>Trademarks</u>	<u>Trademark or Application Number</u>
Perfect Presents	1836139
New Haven	1,027,330
Burwood	1,030,752
Arabesque	665,728
Arabesque stylized letters	675,676