

01-24-2001



101591739

124-01

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

75782098

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

01/25/2001 AAHMED1 00000004 75782098

01 FC:481

40.00 OP

02 FC:482

1725.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231
TRADEMARK

REEL: 002213 FRAME: 0086

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name Attn:

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75/782098"/>	<input type="text" value="75/782099"/>	<input type="text" value="75/782533"/>
<input type="text" value="75/782391"/>	<input type="text" value="75/706671"/>	<input type="text" value="75/707613"/>
<input type="text" value="75/707614"/>	<input type="text" value="75/697437"/>	<input type="text" value="75/696607"/>

<input type="text" value="2336789"/>	<input type="text" value="2140928"/>	<input type="text" value="2140929"/>
<input type="text" value="2244970"/>	<input type="text" value="2173929"/>	<input type="text" value="2173931"/>
<input type="text" value="2141588"/>	<input type="text" value="2141589"/>	<input type="text" value="2099129"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Sebastian Camua

01/22/01

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

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Mark if additional numbers attached

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Trademark Application Number(s)

Registration Number(s)

75/627479	75/625950	75/625951
75/626065	75/626066	75/625952
75/548439	75/480865	75/979098
75/693578	75/589661	75/442927
75/391918	75/340143	75/340138
75/232066	75/211031	75/158625
75/127100	74/737103	74/737104

2020702	2184425	2178898
2019166	2184426	2191178
2004529	2017563	2062558
1998120	2050198	1873877
1869603	1797878	1797879
1799401	1799374	2402581
2402841	2334685	2187692

RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

Conveying Party

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Mark if additional names of conveying parties attached

Execution Date
Month Day Year

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Individual General Partnership Limited Partnership Corporation Association

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Citizenship State of Incorporation/Organization

Receiving Party

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Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

74/409045 74/409046 74/382703

2293285

73/672060 73/592062 73/555050

73/502872 73/470231 73/419706

RIDER TO SECURITY AGREEMENT - TRADEMARKS

THIS RIDER TO SECURITY AGREEMENT (this "**Rider**") is executed as of this 4th day of December, 2000, by and between Cast Art Industries, Inc. (the "**Grantor**"), with an address at 1120 California Avenue, Corona, California 91719, and **PNC BANK, NATIONAL ASSOCIATION**, with an address at Two Tower Center Boulevard, East Brunswick, New Jersey 08816, as Agent under that certain Revolving Credit, Term Loan and Security Agreement between the Bank and Cast Art Industries, LLC (the "**Borrower**") dated approximately even date herewith (the "**Loan Agreement**") (the "**Bank**").

This Rider is incorporated into and made part of the following documents, all of which are dated approximately even date herewith: (i) that certain Guaranty and Suretyship Agreement by the Grantor in favor of the Bank (the "**Cast Art Inc. Guaranty**"); (ii) that certain Cast Art Industries, Inc. Security Agreement between the Grantor and the Bank (the "**Cast Art Inc. Security Agreement**"); and (iii) the Loan Agreement and all related documents, instruments and agreements (collectively the "**Loan Documents**"), including but not limited to this Rider, the Cast Art Inc. Guaranty and the Cast Art Inc. Security Agreement. Pursuant to the Cast Art Inc. Guaranty, the Grantor has guaranteed all Obligations (as defined in the Loan Agreement) of the Borrower to the Bank. All capitalized terms not otherwise defined in this Rider shall have the meanings ascribed to such terms in the Cast Art Inc. Security Agreement.

The Grantor has adopted, used and is using (or has filed applications, other than intent-to-use applications, for the registration of) the trademarks, service marks and trade names listed on Schedule "A" attached hereto and made part hereof (all such marks or names hereinafter referred to as the "**Trademarks**").

The Bank desires to acquire a lien and security interest on the Trademarks and the registration thereof, together with all the goodwill of the Grantor associated therewith and represented thereby, as security for all of the Guarantor Obligations (as defined in the Cast Art Inc. Guaranty) to the Bank, and the Bank desires to have its security interest in such Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW, THEREFORE, with the foregoing background deemed incorporated by reference and made part hereof, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. Grant of Security Interest. In consideration of and pursuant to the terms of the Loan Documents, and for other good, valuable and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, and to secure payment and performance of the Guarantor Obligations (as defined in the Guaranty), the Grantor grants a lien and security interest to the Bank in all its present and future right, title and interest in and to the Trademarks, together with all the goodwill and other tangible assets of the Grantor associated with and represented by the Trademarks, and the non-intent-to-use applications for and registration thereof and the right (but

not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Representations and Warranties. The Grantor represents, warrants and covenants that: (a) the Trademarks are subsisting and have not been abandoned, suspended, voluntarily terminated or canceled by the Grantor, have not been adjudged invalid or unenforceable, and to the best of the Grantor's knowledge, there is no reason why the Trademarks should be adjudged invalid or unenforceable; (b) each of the Trademarks is valid and enforceable; (c) the Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, and each of the Trademarks is free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by the Grantor not to sue third persons; (d) the Grantor has the unqualified right to enter into this Rider and perform its terms; (e) the Grantor has used, and will continue to use for the duration of this Rider, proper notice, as required by 15 U.S.C. §§ 1051-1127 in connection with its use of the Trademarks; (f) the Grantor has used, and will continue to use for the duration of this Rider, consistent standards of quality in products leased or sold under the Trademarks; and (g) the Grantor will not (and will not permit any licensee thereof to) do any act or knowingly omit to do any act whereby any of the Trademarks may become invalidated, abandoned, unenforceable, avoided, avoidable or otherwise diminished in value, and shall notify the Bank immediately if it knows of any reason or has any reason to know of any grounds under which any of the foregoing may occur.

3. Verification of Quality Control. The Grantor hereby grants to the Bank and its employees and agents the right to visit the Grantor's locations which lease, sell, or store products under any of the Trademarks and to inspect the products and quality control records relating thereto upon reasonable notice and at reasonable times during regular business hours to ensure the Grantor's compliance with paragraph 2(f).

4. Covenants. The Grantor further covenants that until all of the Guarantor Obligations have been satisfied in full: (a) the Grantor shall maintain the Trademarks in full force and effect; (b) the Grantor will not enter into any agreement which is inconsistent with the Grantor's obligations under this Rider or which restrict or impair the Bank's rights hereunder; and (c) if the Grantor acquires rights to any new non-intent-to-use Trademarks, the provisions of this Rider shall automatically apply thereto and the Grantor shall give the Bank prompt written notice thereof along with an amended Schedule A; provided, however, that notwithstanding anything to the contrary contained in this Rider, the Grantor shall have the right to enter into agreements in the ordinary course of business with respect to the Trademarks.

5. Exclusive Use of Trademarks. So long as this Rider is in effect and so long as the Grantor has not received notice from the Bank that an Event of Default has occurred and is continuing under the Loan Documents and that the Bank has elected to exercise its rights to assignment hereunder, the Grantor shall continue to have the exclusive right to use the Trademarks including licenses thereof, and the Bank shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

6. Negative Pledge. The Grantor agrees not to sell, assign (by operation of law or otherwise) or further encumber its rights and interest in the Trademarks without prior written consent of the Bank. The Grantor shall defend the Trademarks against and shall take other action as is necessary to remove any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Trademarks, and will defend the right, title and interest of the Bank in and to any of the Grantor's rights under the Trademarks against the claims or demands of all persons whatsoever except where the failure to do so could not be expected to result in a Material Adverse Effect on the Grantor, as defined below. For purposes of this Rider, "Material Adverse Effect" means a material adverse effect on (a) the condition, operations, assets or business of the Grantor, (b) the Grantor's ability to pay and satisfy the Guarantor Obligations in accordance with the terms of the Guaranty, (c) the value of the Collateral (as defined in the Cast Art Inc. Security Agreement), or the security interests of the Bank in the Collateral, or the priority of any such security interest, or (d) the practical realization of the benefits of the Bank's rights and remedies under the Loan Documents.

7. No Additional Trademarks. As of the date hereof, the Grantor does not own any Trademarks, or have any Trademarks registered in or the subject of pending applications in the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, other than those grants, registrations or applications for registrations listed on Schedule A annexed hereto and made a part hereof.

8. Pledge of Additional Trademarks. In the event the Grantor, either itself or through any agent, employee, licensee or designee shall:

(a) file or record an application for the registration of any Trademark with the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof; or

(b) file or record any assignment of any Trademark which the Grantor may acquire, own or license from a third party, with the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof;

the Grantor shall promptly, but in no event more than fifteen (15) days subsequent to such filing, notify the Bank thereof, and, upon request of the Bank shall promptly, but in no event more than twenty (20) days subsequent to such notice, execute and deliver any and all assignments, agreements, instruments, documents and papers as the Bank may reasonably request to evidence the Bank's interest in such Trademark and the goodwill of the Grantor associated thereto or represented thereby. The Grantor hereby grants the Bank a power of attorney, irrevocable until the Guarantor Obligations are fully paid and satisfied, to modify this Rider by amending Schedule A, as applicable, to include any future Trademarks or licenses, including, without limitation, registrations or applications appurtenant thereto, covered by this Rider.

9. Remedies Upon Default. (a) Anything herein contained to the contrary notwithstanding, if and while the Grantor shall be in default hereunder or an Event of Default exists under the Loan Documents, the Grantor hereby covenants and agrees that the Bank, as the

holder of a security interest under the Uniform Commercial Code, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks covered hereby.

(b) For such purposes, and in the event of the Grantor's default hereunder or an Event of Default under the Loan Documents and while such default or Event of Default exists, the Grantor hereby authorizes and empowers the Bank to make, constitute and appoint any officer or agent of the Bank as the Bank may select, in its exclusive discretion, as the Grantor's true and lawful attorney-in-fact, with the power to endorse the Grantor's name on all applications, documents, papers and instruments necessary for the Bank to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for the Bank to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Rider and the Loan Documents, and until all the Guarantor Obligations are satisfied in full.

(c) The Grantor expressly acknowledges that this Rider shall be recorded with the Patent and Trademark Office in Washington, D.C. Contemporaneously herewith, the Grantor shall also execute and deliver to the Bank such documents as the Bank shall reasonably request to permanently assign all rights in the Trademarks to the Bank, which documents shall be held by the Bank, until the occurrence and continuance of an Event of Default hereunder or under the Loan Documents. After such occurrence and during such continuance, the Bank may, at its sole option, record such documents with the Patent and Trademark Office.

10. Subject to Cast Art Inc. Security Agreement. This Rider shall be subject to the terms, provisions, and conditions set forth in the Cast Art Inc. Security Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

11. Inconsistent with Cast Art Inc. Security Agreement. All rights and remedies herein granted to the Bank shall be in addition to any rights and remedies granted to the Bank under the Loan Documents. In the event of an inconsistency between this Rider and the Cast Art Inc. Security Agreement, the language of the Cast Art Inc. Security Agreement shall control. The terms and conditions of the Cast Art Inc. Security Agreement are hereby incorporated herein by reference.

12. Termination of Agreement. Upon payment and performance of all Guarantor Obligations under the Loan Documents, the Bank shall execute and deliver to the Grantor all documents necessary to re-vest all rights in and to the Trademarks in the Grantor and/or terminate any interest of the Bank therein.

13. Prosecution of Trademark Applications. (a) Subject to the terms of the Loan Documents, the Grantor shall have the duty to prosecute diligently any trademark application with respect to the Trademarks pending as of the date of this Rider or thereafter, until the Guarantor Obligations shall have been satisfied in full, to preserve and maintain all rights in the registration and grant of the Trademarks, to halt any infringement of the Trademarks, except

where the failure to act in accordance with the preceding could not be expected to result in a Material Adverse Effect, and upon reasonable request of the Bank based on consultation with the Grantor, the Grantor shall make federal application on registrable but unregistered trademarks belonging to the Grantor. Any reasonable expenses incurred in connection with such applications or defense of said Trademarks shall be borne by the Grantor. The Grantor shall not abandon any Trademark without the written consent of the Bank.

(b) The Grantor shall have the right to bring suit in its own name to enforce the Trademarks, in which event the Bank may, if the Grantor deems it necessary or after and during the continuance of an Event of Default under the Loan Documents, be joined as a nominal party to such suit if the Bank shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. The Grantor shall promptly, upon demand, reimburse and indemnify the Bank for all damages, reasonable costs and reasonable expenses, including reasonable attorneys' fees, incurred by the Bank in the fulfillment of the provisions of this paragraph.

14. Responsibility and Liability. The Grantor assumes all responsibility and liability arising from the use of the Trademarks, and hereby indemnifies and holds the Bank and each director, officer, employee, affiliate and agent thereof, harmless from and against any claim, suit, loss, damage or expense (including attorneys' fees and expenses) arising out of any alleged defect in any product manufactured, promoted or sold by the Grantor in connection with any of the Trademarks or otherwise arising out of the Grantor's operation of its business from the use of the Trademarks. In any suit, proceeding or action brought by the Bank under any license for any sum owing thereunder, or to enforce any provisions of such license, the Grantor will indemnify and keep the Bank harmless from and against all reasonable expense, loss or damage suffered by reason of any defense, set off, recoupment, claim, counterclaim, reduction or liability whatsoever of the obligee thereunder or arising out of a breach of the Grantor of any obligation thereunder or arising out of any agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from the Grantor, and all such Guarantor Obligations of the Grantor shall be and remain enforceable against and only against the Grantor and shall not be enforceable against the Bank.

15. Bank's Rights. The Bank may, in its sole discretion, pay any amount or do any act required of the Grantor hereunder or requested by the Bank to preserve, defend, protect, maintain, record or enforce the Grantor's obligations contained herein, the Guarantor Obligations of the Grantor to the Bank, the Trademarks, or the right, title and interest granted the Bank herein, and which the Grantor fails to do or pay, and any such payment shall be deemed an advance by the Bank to the Grantor and shall be payable on demand together with interest thereon at the default rate specified in the Loan Documents.

16. Protection of the Trademarks. The Grantor agrees that if it learns of any use by any person or any term or design likely to cause confusion with any Trademark, or of any claim of any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Trademarks, the Grantor shall promptly notify the Bank of such use, lien, security interest, claim, right or other encumbrance and, if requested by the Bank, shall join with the Bank, at the Grantor's expense, in such action as the Bank, in its reasonable discretion, may deem advisable

for the protection of the Bank's interest in and to the Trademarks, it being understood that the foregoing shall not preclude the Grantor from bringing an action against a person for the protection of the Grantor's interest in and to such Trademarks.

17. Additional Remedies. Upon the occurrence and during the continuance of an Event of Default under the Loan Documents, the Bank may, without any obligation to do so, complete any obligation of the Grantor hereunder, in the Grantor's name or in the Bank's name, but at the Grantor's expense, and the Grantor hereby agrees to reimburse the Bank in full for all reasonable expenses, including reasonable attorney's fees, incurred by the Bank in protecting, defending and maintaining the Trademarks.

18. Governing Law. THIS RIDER WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCLUDING ITS CONFLICT OF LAWS RULES, EXCEPT THAT THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA SHALL GOVERN TO THE EXTENT APPLICABLE.

19. Counterparts. This Rider may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Rider by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Rider by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

WITNESS the due execution hereof as a document under seal, as of the date first written above.


WITNESS / ATTEST:

Frank Colapinto

Print Name: FRANK COLAPINTO

Title: _____
(Include title only if an officer of entity signing to the right)

CAST ART INDUSTRIES, INC.

By: 

Print Name: _____ (SEAL)

Title: _____

PNC BANK, NATIONAL ASSOCIATION, as agent

By: _____ (SEAL)

Print Name: _____

Title: _____

WITNESS the due execution hereof as a document under seal, as of the date first written above.

WITNESS / ATTEST:

CAST ART INDUSTRIES, INC.



By:  _____ (SEAL)

Print Name: _____

Print Name: _____

Title: _____
(Include title only if an officer of entity signing to the right)

Title: _____

PNC BANK, NATIONAL ASSOCIATION, as agent

By:  _____ (SEAL)

Print Name: ARTHUR V. LIPNEY _____

Title: V.P. _____

STATE OF California)
COUNTY OF San Bernardino)

SS:

On this, the 1ST day of December, 2000, before me, a Notary Public, the undersigned officer, personally appeared Scott Stennan, who acknowledged himself to be the President of CAST ART INDUSTRIES, INC., a Florida corporation, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation.

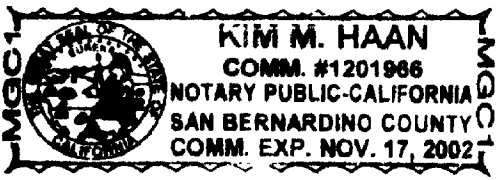
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Kim M Haan
Notary Public

My commission expires: 11/17/02

Print Name (Delaware and Indiana only)

County of Residence (Indiana only)



SCHEDULE A TO RIDER TO SECURITY AGREEMENT - TRADEMARKS

<u>TRADEMARK</u>	<u>APPLICATION OR REGISTRATION NUMBER</u>	<u>REGISTRATION OR FILING DATE</u>
Mouse in the House	75-782098	12/15/99
Mouse in the House	75-782099	12/15/99
Dreamsicles Flying Circus	75-782533	08/25/99
Dreamsicles Flying Circus	75-782391	08/23/99
Gargiggles	75-706671	05/17/99
Gargiggles	75-707613	05/17/99
Gargiggles	75-707614	05/17/99
Northern Lights	75-697437	06/15/99
Northern Lights	75-696607	06/15/99
Cozmo Little Green Dude	75-627479	01/25/99
Cozmo L.G.D.	75-625950	01/22/99
Cozmo L.G.D.	75-625951	01/22/99
Cozmo L.G.D.	75-626065	01/22/99
Cozmo Little Green Dude	75-626066	01/22/99
Cozmo Little Green Dude	75-625952	01/22/99
Angel Hugs	2,336,789	12/01/95
Angel Hugs	75-548439	04/15/96
Dreamsicles	2,140,928	10/01/94
Dreamsicles	2,140,929	10/01/94
Ivy & Innocence	2,244,970	06/24/98
Ivy & Innocence	2,173,929	06/01/97
Ivy & Innocence	2,173,931	06/01/97
Animal Accents	2,141,588	01/15/97
Animal Accents	2,141,589	01/15/97
Dreamsicles Kids	2,099,129	01/01/96
Dreamsicles	2,020,702	01/01/91
Dreamsicles	2,184,425	03/15/95
Dreamsicles	2,178,898	12/01/93
CAI	2,019,166	01/01/91
Dreamsicles	2,184,426	07/15/94
Dreamsicles	2,191,178	06/15/95
CAI	2,004,529	01/01/91
Dreamsicles	2,017,563	01/01/91

Dreamsicles & Me	2,062,558	05/01/95
Dreamsicles Heavenly Classics	1,998,120	05/00/95
Cuddl'somes	2,050,198	12/00/94
World of Whimsy	1,873,877	03/00/93
World of Whimsy	1,869,603	03/00/93
Animal Attraction	1,797,878	01/03/93
Story Time Treasures	1,797,879	01/03/93
Cuckoo Corners	1,799,401	01/03/93
Dreamsicles	1,799,374	01/01/91

TRADEMARKS OWNED BY PAPEL GIFTWARE, INC. (formerly PAPEL FREELANCE, INC.)

<u>TRADEMARK</u>	<u>APPLICATION OR REGISTRATION NUMBER</u>	<u>REGISTRATION OR FILING DATE</u>
Cranbury Commons	2,402,581	11/07/00
Bounce-A-Bouts	2,402,841	11/07/00
Sycamore	75-480865	05/06/98
Roosevelt Teddies	75-979098	01/27/97
Windsor Bears of Cranbury Commons	75-693578	04/29/99
Capture the Memories	75-589661	11/12/98
Heavenly Thoughts	2,334,685	03/28/00
Inklings by Papel Giftware	75-442927	03/02/99
Papel Giftware	75-391918	11/18/97
Windsor Hares of Cranbury Commons	75-340143	08/13/97
Windsor Bears of Cranbury Commons	2,187,692	09/08/98
Windsor Bears of Cranbury Commons	75-340138	08/13/97
Windsor Bears of Cranbury Commons	2,293,285	11/16/99
Roosevelt Teddies	75-232066	01/27/97
Design	75-211031	12/10/96
Cranbury Square	75-158625	08/30/96
Cranbury Square	75-127100	06/28/96
Personally Speaking	74-737103	09/11/95
Personally Speaking	74-737104	09/11/95
Dingle the Dinodeer	74-409045	07/06/93

Country Comforts	74-409046	07/06/93
Our Times	74-382703	04/26/93
I've Been There	73-672060	07/14/87
Design	73-592062	04/07/86
Mug Slants	73-555050	08/23/85
Papel	73-502872	10/09/84
The Greeting Mug	73-470231	03/15/84
Fun Foot	73-419706	04/01/83