

10-09-2001
101867225

Tab settings

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

1. Name of conveying party(ies):
TRI-COASTAL DESIGN GROUP INC. **10-2-01**
 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: PNC Bank, National Association
Internal Address:
Address:
Street Address: Two Tower Center
City: East Brunswick State: NJ Zip: 08816
 Individual(s) citizenship
 Association
 General Partnership OCT - 2
 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
Execution Date: September 12, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
76/025617
76/025620
Additional number(s) attached Yes No

B. Trademark Registration No.(s)
2,362,358

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Brett R. Harris, Esq.
Internal Address: Wilentz, Goldman & Spitzer, P.A.
Street Address: 90 Woodbridge Center Drive
City: Woodbridge State: NJ Zip: 07095

6. Total number of applications and registrations involved: 67
7. Total fee (37 CFR 3.41) \$1,690.00
 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
Brett R. Harris, Esq. Brett R Harris 2 October 2001
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document 22

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

10/09/2001 LMUELLER 00000159 76025617
01 FC:481 40.00 OP
02 FC:482 1650.00 OP

CONTINUATION OF ITEM 1

1. Name of conveying party(ies):

Loop Design Co., Inc.

X Corporation

CONTINUATION OF ITEM 4

MARK	SERIAL NUMBER
HAIR VITAMINS	76/025619
HAIR MAIL	75/795616
UMA	75/869689
UMA	75/869686
UMA	75/869685
UMA	75/869688
UMA	75/869687
VERSION	75/869694
VERSION	75/869690
VERSION	75/869693
LOOP	75/869672
AVERSION	76/004907
AVERSION	76/004906
AVERSION	76/004904
AVERSION	76/04905
AVERSION	76/004913
INVERSION	76/005073
INVERSION	76/004145

INVERSION	76/004914
INVERSION	76/019648
INVERSION	76/005074
CONVERSION	76/004908
CONVERSION	76/004144
CONVERSION	76/004918
PERVERSION	76/004920
PERVERSION	76/004916
PERVERSION	76/004919
PERVERSION	76/004915
PERVERSION	76/004923
TRANSVERSION	76/004917
TRANSVERSION	76/004900
TRANSVERSION	76/004922
TRANSVERSION	76/004921
TRANSVERSION	76/004924
ANGEL	76/152747
PRINCESS	76/152733
VERSION	75/869691
VERSION	75/869692
LOOP	75/869624
ANGEL	76/152743
ANGEL	76/152744
PRINCESS	76/152730

DOT	76/152820
CDATA	76/152817
VIBE	76/152813
LOOP TO LOOP	76/222330
HAIR VITAMINS	76/025616
HAIR SNAPS	75/795617
CONVERSION	76/004910
ANGEL	76/152745
ANGEL	76/152746
ANGEL	76/152741
ANGEL	76/152742
PRINCESS	76/152732
PRINCESS	76/152731
PRINCESS	76/152728
PRINCESS	76/152729
PRINCESS	76/152727
DOT	76/152819
CLIP PAC	76/152810
TOOL PAC	76/152811
SLEEVE SCRUNCH	76/222332
MULTIPACK	76/222331
OPEN	76/152806

**PATENTS, TRADEMARKS
AND COPYRIGHTS SECURITY AGREEMENT**

THIS PATENTS, TRADEMARKS AND COPYRIGHTS SECURITY AGREEMENT is made on the 12th day of September, 2001 between TRI-COASTAL DESIGN GROUP INC., a corporation of the State of New Jersey ("Tri-Coastal"), and LOOP DESIGN CO., INC., a corporation of the State of New Jersey ("Loop") (collectively with Tri-Coastal, the "Assignor"), both having their principal offices at 905 Murray Road, East Hanover, New Jersey 07936, and PNC BANK, NATIONAL ASSOCIATION, having an office at Two Tower Center, East Brunswick, New Jersey 08816, as Agent for the Lenders under the Loan Agreement (as such terms are hereinafter defined). Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement (as defined below).

WITNESSETH:

WHEREAS, Assignor has executed its Revolving Credit and Security Agreement (as same may be amended, modified or supplemented from time to time, the "Credit Agreement") and other loan documents executed in connection therewith (all of which are collectively referred to as the "Other Documents") to Lenders to secure loans by Lenders to Assignor and others in the aggregate amount of \$20,000,000; and

WHEREAS, the Assignor owns the United States copyrights which have been registered with the United States Copyright Office and has made applications for a United States copyright registration with the United States Copyright office with respect to applications listed on Schedule A hereto ("Copyrights"), owns the United States patents and the applications for a United States patents listed on Schedule B ("Patents"), and owns the United States trademark applications and trademarks listed in Schedule C hereto, along with the good-will of the Assignor to which such trademark applications and trademarks relate ("Trademarks"); and

WHEREAS, pursuant to the Credit Agreement, the Assignor is required to and has conveyed and granted to Lenders a security interest in, among other things, all right, title and interest of the Assignor in, to and under all of the Assignor's Copyrights, Patents and Trademarks, whether presently existing or hereafter arising or acquired, and all products, substitutions, replacements and proceeds thereof to secure all obligations of the Assignor to Lenders, including contingent obligations; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor does hereby absolutely grant and convey to Lenders a security interest in, all of the Assignor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (a) Each of the Copyrights which are presently, or in the future may be, owned by the Assignor, in whole or in part, as well as any application for a United States copyright registration now or hereafter made with the United States Copyright Office by the Assignor, as the same may be updated hereafter from time to time;
- (b) Each of the Patents, which are presently, or in the future may be owned by the Assignor, in whole or in part, as well as all applications for United States patents now or hereafter owned by the Assignor, as the same may be updated hereafter from time to time; and
- (c) Each of the Trademarks, which are presently, or in the future may be owned by the Assignor, in whole or in part, together with the good-will associated with each Trademark, as well as all applications for Trademarks now or hereafter owned by the Assignor, as the same may be updated hereafter from time to time.

Said security interest includes, without limitation, all proceeds thereof, the right to sue for past, present, and future infringements thereof, all rights corresponding thereto throughout the world, and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

1) Assignor covenants and warrants that:

(a) to the best of its knowledge, it is the true and lawful exclusive owner of all the Copyrights listed on Schedule A and that said Copyrights constitute all the United States Copyrights registered in the United States Copyright Office and applications for United States Copyrights that the Assignor now owns;

(b) to the best of its knowledge, it is the true and lawful exclusive owner and/or intended assignee of all the Patents listed on Schedule B and that said Patents constitute all the United States Patents registered in the United States Patent and Trademark Office and applications for United States Patents that the Assignor now owns;

(c) to the best of its knowledge, it is the true and lawful exclusive owner of all the Trademarks listed on Schedule C and that said Trademarks constitute all the United States Trademarks registered in the United States Patent and Trademark Office and applications for Trademarks that the Assignor now owns;

(d) The Assignor agrees, at Lenders' request, on a semi-annual basis to execute such additional agreements with respect to any new Patent, Trademark and/or Copyright in which the Assignor hereinafter obtains rights. The Assignor further warrants that it is not aware of any third party claim that any of the aspects of the Assignor's present or contemplated business operations infringe or will infringe on any Patent, Trademark or Copyright, except as disclosed on Schedule 5.9 to the Credit Agreement. The Assignor grants to Lenders an absolute power of attorney to sign any document which will be required by the United States Copyright Office or the United States Patent and Trademark Office in order to record the security interest in the Patents, Trademarks and Copyrights;

(e) except as disclosed on Schedule 5.9 to the Credit Agreement and the schedules attached hereto, the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable;

(f) Each of the Patents, Trademarks and Copyrights is valid and enforceable;

(g) to the best of its knowledge, Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights except as disclosed on Schedule 5.9 to the Credit Agreement, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, registered user agreements, and covenants by Assignor not to sue third persons, other than the assignment to Lenders pursuant to this Agreement;

(h) Assignor has the unqualified right to enter into this Agreement and perform its terms;

(i) Assignor believes it has used, and will use its best efforts to continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights;

(j) Assignor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture or use of products sold under the Trademarks;

(k) At its own expense, the Assignor shall make timely payment of all post-issuance fees required pursuant to 35 U.S.C. Sec. 41 to maintain in force rights under each Patent, to the extent that Assignor, in the exercise of its reasonable business judgment, deems advisable;

(l) The Assignor hereby agrees not to divest itself of any right under any Copyright, Trademark and/or Patent, which divestiture could have a material adverse effect on Assignor's business, its properties, or its ability to perform its obligations under the Credit Agreement; and

(m) The Assignor agrees to promptly, upon learning thereof, furnish Lenders in writing all pertinent information available to the Assignor with respect to any infringement or other violation of the Assignor's rights in any Copyright, Trademark and/or Patent, which infringement or violation could have a material adverse effect on the Assignor, its properties or its ability to perform its obligations under the Credit Agreement and other Loan Documents (as defined in the Credit Agreement). To the extent that the Assignor in the exercise of its reasonable business judgment deems advisable, the Assignor further agrees to prosecute any Persons infringing upon any Copyright, Trademark and/or Patent to the extent such infringement could have a material adverse affect on the Assignor, its properties or its ability to perform its obligations under the Credit Agreement or other Loan Documents.

- 2) Subject to the provisions of the Credit Agreement, Assignor hereby grants to Lenders and its employees and agents the right to visit Assignor's facilities (during normal business hours and upon reasonable notice) which maintain or store products sold under any of the Patents, Trademarks, or Copyrights, and to inspect the products and quality control records relating thereto. Assignor shall do any and all acts reasonably required by Lenders to ensure Assignor's compliance herewith.
- 3) Assignor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement which is inconsistent with Assignor's obligations under this Agreement, without Lenders' prior written consent, such consent not to be unreasonably withheld.
- 4) If, before the Obligations have been satisfied in full, Assignor shall obtain rights to any new Trademark, any new Copyright, or any new patentable inventions, or become entitled to the benefit of any patent application or patent for reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions hereof shall automatically apply thereto and Assignor shall give to Lenders prompt notice thereof in writing.
- 5) Assignor authorizes Lenders to modify this Agreement by amending Schedules A, B, and C to include any future Patents, Trademarks, or Copyrights covered hereby.
- 6) Upon and during the occurrence of any Event of Default:
 - a) Lenders shall have, in addition to all other rights and remedies given to it by this Agreement, the Credit Agreement, and the Loan Documents, those rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks, or Copyrights may be located; and
 - b) Lenders may, in addition to any other remedies which may be available to Lenders, without being deemed to have made an election of remedies, and without the assignment hereunder being deemed to be anything less than an absolute assignment, immediately, without demand of performance and without other notice (except as may be set forth below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale (or, to the extent required by law, otherwise realize upon in a commercially reasonable manner), all or from time to time, any of the Patents, Trademarks, or Copyrights, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents, Trademarks, or Copyrights all reasonable expenses (including all reasonable expenses for broker's fees and legal services), may apply the residue of such proceeds to the payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Assignor. Notice of any sale or other disposition of the Patents, Trademarks, or Copyrights shall be given to Assignor at least ten (10) business days before the time of any intended public or private sale or other disposition of the Patents, Trademarks, or Copyrights is to be made, which notice Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Lenders may, to the extent permissible under applicable law, purchase the

whole or any part of the Patents, Trademarks, or Copyrights sold, free from any right or equity of redemption on the part of Assignor, which right and equity of redemption are hereby waived and released.

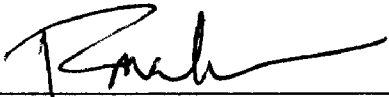
- 7) At such time as Assignor shall completely satisfy all of the Obligations, this Agreement shall terminate and Lenders shall execute and deliver to Assignor at Assignor's expense all releases and other instruments as may be necessary or proper to release the security interest in and to the Patents, Trademarks, or Copyrights, subject to any disposition thereof which may have been made by Lenders pursuant hereto and in accordance with the terms hereof.
- 8) Any and all reasonable fees, costs and expenses, of whatever kind or nature, including reasonable attorney fees and legal expenses incurred by Lenders 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, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Patents, Trademarks, or Copyrights, in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks, or Copyrights, or in the enforcement by Lenders of any of its rights or remedies under this Agreement, the Credit Agreement or any Loan Document shall be borne and paid by Assignor on demand by Lenders and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the rate of interest chargeable pursuant to the Credit Agreement upon an Event of Default.
- 9) To the extent that Assignor in the exercise of its reasonable business judgment deems it advisable, Assignor shall have the duty, through counsel reasonably acceptable to Lenders, to prosecute diligently any actions for or of the Patents, Trademarks, or Copyrights pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make federal application on registrable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are reasonably necessary or desirable to preserve and maintain all rights in the Patents, Trademarks, or Copyrights. Any expenses incurred in connection with the Patents, Trademarks, and Copyrights shall be borne by Assignor. The Assignor shall not abandon any Patents, Trademarks, or Copyrights other than in the ordinary course of business without the consent of Lenders, which consent shall not be unreasonably withheld.
- 10) Assignor shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Patents, Trademarks, or Copyrights, in which event Lenders may, if necessary, be joined as a nominal party to such suit if Lenders shall have been satisfied that it is not incurring any risk of liability because of such joinder. Assignor shall promptly, upon demand, reimburse and indemnify Lenders for all damages, costs and expenses, including attorney fees, incurred by Lenders in the fulfillment of the provisions of this paragraph. The obligations of the Assignor under this paragraph shall survive the termination of this Agreement.
- 11) In the event of the occurrence and continuance of a Default or an Event of Default, Assignor hereby authorizes and empowers Lenders to make, constitute and appoint any officer or agent of Lenders as Lenders may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Lenders to use the Patents, Trademarks, or Copyrights, or to grant or issue any exclusive or nonexclusive license under the Patents, Trademarks, or Copyrights to anyone else, or necessary for Lenders to assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, or Copyrights to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.
- 12) If Assignor fails to comply with any of its obligations hereunder, Lenders may do so in Assignor's name or in Lenders' name, but at Assignor's expense, and Assignor hereby agrees to reimburse Lenders in full for all reasonable expenses, including reasonable attorney's fees, incurred by Lenders in protecting, defending and maintaining the Patents, Trademarks, or Copyrights.
- 13) No course of dealing between Assignor and Lenders, nor any failure to exercise, nor any delay in exercising, on the part of Lenders, any right, power or privilege hereunder or under the Credit Agreement, or under any Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or

privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

- 14) All of Lenders' rights and remedies with respect to the Patents, Trademarks, or Copyrights, whether established hereby or by the Credit Agreement, or by any other agreement(s) or by law, shall be cumulative and may be exercised singly or concurrently.
- 15) The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.
- 16) This Agreement is subject to modification only by a writing signed by the parties, except as provided elsewhere herein.
- 17) The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.
- 18) The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of New Jersey.
- 19) THE PARTIES HERETO AGREE TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED IN NEW JERSEY IN CONNECTION WITH ANY MATTER ARISING HEREUNDER, INCLUDING THE COLLECTION AND ENFORCEMENT HEREOF. THE ASSIGNOR AND LENDERS EACH HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE ACTIONS OF LENDERS. THIS WAIVER IS MADE KNOWINGLY AND IN CONSIDERATION OF THE ADVANCES MADE UNDER THE CREDIT AGREEMENT.
- 20) This Agreement, the Credit Agreement and the Loan Documents embody the entire agreement and understanding between the Assignor and Lenders and supersedes all prior agreements and understandings relating to the subject matter hereof and thereof.

WITNESS the execution hereof under seal as of the day and year first above written.

ATTEST:



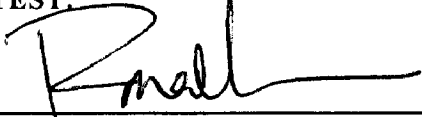
RONALD J. FIORE, Assistant Secretary
[SEAL]

TRI-COASTAL DESIGN GROUP INC.

BY: 

MICHAEL MASTRANGELO, Vice President

ATTEST:




RONALD J. FIORE, Assistant Secretary
[SEAL]

LOOP DESIGN CO., INC.

BY: 

MICHAEL MASTRANGELO, President

PNC BANK, NATIONAL ASSOCIATION

By: 

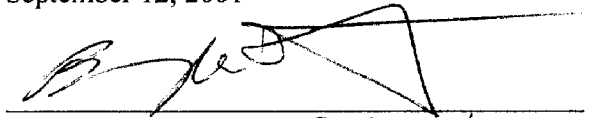
DAVID L. RAPHAELS, Vice President

STATE OF NEW JERSEY :
COUNTY OF *Middlesex* :SS:
:

I CERTIFY that on September 12, 2001, MICHAEL MASTRANGELO personally came before me and stated under oath to my satisfaction that:

- (a) this person is the Vice President of Tri-Coastal Design Group Inc. and President of Loop Design Co., Inc., the corporations named in this Instrument;
- (b) this Instrument was signed and delivered by the corporations as their voluntary act duly authorized by a proper resolution of their respective Board of Directors;
- (c) this person knows the proper seal of each corporation, both which are affixed to this Instrument;
- (d) this person signed this acknowledgement to attest to the truth of these facts.

Signed and sworn to before me on
September 12, 2001

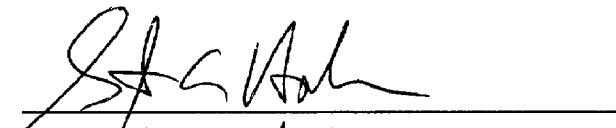

Barry M. Schwartz
Atty at Law of N.J.

STATE OF NEW JERSEY :
COUNTY OF *Middlesex* :SS:
:

I CERTIFY that on September 12, 2001, DAVID L. RAPHAELS personally came before me and stated under oath to my satisfaction that:

- (a) this person is the Vice President of PNC Bank, a National Association, the corporation named in this Instrument;
- (b) this Instrument was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (c) this person knows the proper seal of the corporation which was affixed to this Instrument;
- (d) this person signed this acknowledgement to attest to the truth of these facts.

Signed and sworn to before me on
September 12, 2001


David L. Raphael
Atty at Law of N.J.

SCHEDULE A

(Copyrights)

ACTIVE COPYRIGHTS OWNED BY TRI-COASTAL DESIGN GROUP, INC.

TITLE	APPLICATION NUMBER & DATE	COPYRIGHT NUMBER & DATE	EXPIRATION DATE (a)
REGISTRATIONS			
Flower Beetle	VA 969-931	8/6/1999	
Bug on a Leaf	VA 969-930	8/6/1999	
Ladys	VA 969-912	8/6/1999	
Twinkle	VA 969-913	8/6/1999	
Starballs	VA 969-936	8/6/1999	
Clouds	VA 969-937	8/6/1999	
Geisha Feather	VA 969-938	8/6/1999	
Halfpie	VA 969-939	8/6/1999	
CQ-187 Board	VA 969-940	8/6/1999	
California Flower & Stripe	VA 969-925	8/6/1999	
Rocket Alien	VA 969-926	8/6/1999	
Inbees	VA 969-927	8/6/1999	
Clouds & Flying Saucers	VA 969-908	8/6/1999	
Vegetable Garden	VA 969-909	8/6/1999	
Checkered Flower	VA 969-910	8/6/1999	
Flyer 010	VA 969-933	8/6/1999	
Christmas Present	VA 959-506	4/28/1999	
Partner	VA 959-507	4/28/1999	
Solar System	VA 959-502	4/28/1999	
Tropical	VA 959-505	4/28/1999	
Rose Petals	VA 959-508	4/28/1999	
Trees Placement	VA 959 504	4/28/1999	
Fun in the Sun	VA 959-501	4/28/1999	
Gumball Machine	VA1-002-546	8/6/1999	
Bronco	VA1-030-381	3/21/2000	
Powder C	VA1 030-382	3/21/2000	
Tomboy	VA1-030-383	3/21/2000	
Phone Friends	VA1 030-384	3/21/2000	
Supergirl	VA1-030-385	3/21/2000	
Heartland	VA1-030-386	3/21/2000	
Geisha Memoirs	VA1-030-387	3/21/2000	
I Dream Of	VA1-030-388	3/21/2000	
Cleopatra	VA1-030-389	3/21/2000	
Cave Girl	VA1-030-390	3/21/2000	
Shanti	VA1-030-371	3/21/2000	
Country Kitchen Blue Check	VA1-030-372	3/21/2000	
Pocahontas	VA1-030-373	3/21/2000	
Country Kitchen Framed	VA1-030-375	3/21/2000	
Little Angel	VA1-030-374	3/21/2000	
Country kitchen Red Check	VA1-030-376	3/21/2000	
Soft Stitches	VA1-030-377	3/21/2000	
Rhapsody	VA1-030-378	3/21/2000	
Wanted	VA1-030-379	3/21/2000	
Saloon	VA1-030-380	3/21/2000	
Little Devil	VA1-030-391	3/21/2000	

SCHEDULE A

(Copyrights)

ACTIVE COPYRIGHTS OWNED BY TRI-COASTAL DESIGN GROUP, INC.

TITLE	APPLICATION NUMBER & DATE	COPYRIGHT NUMBER & DATE	EXPIRATION DATE (a)
Cow Girl	VA1-030-392	3/21/2000	
Nasa Girl	VA1-030-393	3/21/2000	
Tootsies	VA1-030-394	3/21/2000	
Coco	VA1-030-395	3/21/2000	
Heart Angel	VA1-030-396	3/21/2000	
Daniel Day Lewis	VA1-030-397	3/21/2000	
Melinda	VA1-030-398	3/21/2000	
Foiled Again	VA1-030-399	3/21/2000	
Beehive	VA1-030-400	3/21/2000	
Lauren Hill	VA1-030-401	3/21/2000	
Red/ Gold Geometric	VA1-030-402	3/21/2000	
Antique Texture 1	VA1-030-403	3/21/2000	
Antique Texture 2	VA1-030-404	3/21/2000	
Antique Texture 3	VA1-030-405	3/21/2000	
Antique Texture 4	VA1-030-410	3/21/2000	
Dreamy	VA1-030-406	3/21/2000	
Folk Chex	VA1-030-407	3/21/2000	
Indian Summer	VA1-030-408	3/21/2000	
Strawberry Fields	VA1-030-409	3/21/2000	
Folk Tales	VA1-030-411	3/21/2000	
Feather Wishes	VA1-030-412	3/21/2000	
Jungle Jane	VA1-030-413	3/21/2000	
Anna Sui	VA1-030-414	3/21/2000	
Homemade Holidays	VA1-030-415	3/21/2000	
Tiger Lilly	VA1-030-416	3/21/2000	
Antique Texture A	VA1-030-417	3/21/2000	
Antique Texture B	VA1-030-418	3/21/2000	
Antique Texture C	VA1-030-419	3/21/2000	
Rocker	VA 969-934	8/6/1999	
Stick Figure	VA 969-935	8/6/1999	
Paisley Passion	VA 969-915	8/6/1999	
Summer Squares	VA 969-916	8/6/1999	
Indigo	VA 969-917	8/6/1999	
Friendly Fur 003	VA 969-918	8/6/1999	
Friendly Fur 004	VA 969-921	8/6/1999	
Dragonfly	VA 969-920	8/6/1999	
Vanity	VA 969-919	8/6/1999	
Juicy	VA 969-900	8/6/1999	
Flower Garden	VA 969-901	8/6/1999	
Steel Blue	VA 969-902	8/6/1999	
Snake	VA 969-903	8/6/1999	
Garden Grow	VA 969-904	8/6/1999	
Plum Pansy	VA 969-905	8/6/1999	
Plum Hearts	VA 969-906	8/6/1999	
Felt Good	VA 969-907	8/6/1999	
Flying Saucer	VA 969-928	8/6/1999	

SCHEDULE A

(Copyrights)

ACTIVE COPYRIGHTS OWNED BY TRI-COASTAL DESIGN GROUP, INC.

TITLE	APPLICATION NUMBER & DATE	COPYRIGHT NUMBER & DATE	EXPIRATION DATE (a)
Kids	VA 969-922	8/6/1999	
Showers	VA 969-924	8/6/1999	
Christmas Robins	VA 959-503	4/28/1999	
Flower Beetle II	VA 969-932	8/6/1999	
Snowjumper	VA 969-911	8/6/1999	
Snowjumper 2	VA 969-929	8/6/1999	
Summer Stems	VA 969-914	8/6/1999	
X-S Streme	VA 968-138	8/6/1999	
PENDING APPLICATIONS			
Small Paisley	9/21/2000		
Paisley and Flowers	9/21/2000		
Indian Dancer	9/21/2000		
Indian Border	9/21/2000		
Mesh Medley	9/21/2000		
Mint Medley	9/21/2000		
Word Plaid	9/21/2000		
Patchwork Kisses	9/21/2000		
Blossoming Branches	9/21/2000		
Flaming Blossom	9/21/2000		
Venice	9/21/2000		
Pansy Treasure	9/21/2000		
Evensong	9/21/2000		
Everblooming	9/21/2000		
Jackie O	9/21/2000		
Small Geometrical Ethnique	9/21/2000		
Buttercup	9/21/2000		
Buttercup	9/21/2000		
Indian Flowers	9/21/2000		
Feathers	9/21/2000		
Cat Girl	9/21/2000		
Peace & Love	9/21/2000		
Geisha Fans	9/21/2000		
Starry Eyed	9/21/2000		
Dog Chex	9/21/2000		
Enchantment	9/21/2000		
Angel Rose	9/21/2000		
Medallion	9/21/2000		
Hula Girl	9/21/2000		
Blue Holiday	9/21/2000		
Country Bouquet	9/21/2000		
Tulip Treasure	9/21/2000		
Garden Treasure	9/21/2000		
Country Springtime	9/21/2000		
Daydream Square	9/21/2000		
Daydream Allover	9/21/2000		

SCHEDULE A

(Copyrights)

ACTIVE COPYRIGHTS OWNED BY TRI-COASTAL DESIGN GROUP, INC.

TITLE	APPLICATION NUMBER & DATE	COPYRIGHT NUMBER & DATE	EXPIRATION DATE (a)
Daydream Round	9/21/2000		
Margherita	9/21/2000		
Candy Mesh	9/21/2000		
Patched Crazy	9/21/2000		
My True Heart	9/21/2000		
Princess Icon	9/21/2000		
Tie Die Luv	9/21/2000		
Parchment Rose	9/21/2000		
Parchment Daisy	9/21/2000		
Cycles	9/21/2000		
Glass	9/21/2000		
Fruit Leather	9/21/2000		
Hawaiian Tropic Floral	9/21/2000		
Carnival 1	9/21/2000		
Carnival 2	9/21/2000		
Liberty Blue	9/21/2000		
Bills Back Ground	9/21/2000		
Pucci Blast	9/21/2000		
Fuschia Silk	9/21/2000		
Silk Dots	9/21/2000		
Fantasia	9/21/2000		
Linen Patchwork	9/21/2000		
Linen Patchwork Flowers	9/21/2000		
Yellow Spray	9/21/2000		
Antipasta	9/21/2000		
Tapestry	9/21/2000		
Spring Flowers	9/21/2000		
Mesh Spring Flowers	9/21/2000		
Frankie	9/21/2000		
Felicity	9/21/2000		
Angel	9/21/2000		
Princess	9/21/2000		
Diva	9/21/2000		
Flower Beetle w/People	7/28/1999		
Big Snowflakes	7/28/2000		
Vertical	7/28/2000		
Blizzard Board	7/28/1999		
Ice	7/28/1999		
Checker 2000	6/24/1999		
See	6/24/1999		
Groovy Girl	6/24/1999		
Dessert	6/24/1999		
Pick & Play	6/24/1999		
Surfin	6/24/1999		
Scent	6/24/1999		
Pick a Frame	6/24/1999		

SCHEDULE A

(Copyrights)

ACTIVE COPYRIGHTS OWNED BY TRI-COASTAL DESIGN GROUP, INC.

TITLE	APPLICATION NUMBER & DATE	COPYRIGHT NUMBER & DATE	EXPIRATION DATE (a)
Go Go's	6/24/1999		
Hear	6/24/1999		
Backgrounds	6/24/1999		
Touch	6/24/1999		
Pez	6/24/1999		
Fruit Stripes	6/24/1999		
Taste	6/24/1999		
Spring Affair	5/25/1999		
Diamond Heart	5/25/1999		
ABK Plastic Denim 3	5/25/1999		
ABK Sequins 5	5/25/1999		
Lucky Charms	5/25/1999		
Tranquility	5/25/1999		
Love	5/25/1999		
Taylor	5/25/1999		
ABK Sequins 2	5/25/1999		
ABK Plastic Denim 1	5/25/1999		
Meg Herb Garden	5/25/1999		
Jardin	5/25/1999		
Rosette	5/25/1999		
Hawaii Heaven	5/25/1999		
Diana	5/25/1999		
Spring Flight	5/25/1999		
Ice	5/25/1999		
Ocean Angel	5/25/1999		
European Scrapbook	5/25/1999		
Butterfly Scrapbook	5/25/1999		
Fire	5/25/1999		
Springtime Scrapbook	5/25/1999		
KC 763 Floral Time	5/25/1999		
MEG Spring Flowers	5/25/1999		
Scattered Daisy	5/25/1999		
Monster Booth	5/25/1999		
Spin the Ball	5/25/1999		
Moon Star	5/25/1999		
Pretty Flowers	5/25/1999		
Orbit	5/25/1999		
Twilight Time	5/25/1999		
Laguna	5/25/1999		
Pomme	5/25/1999		
ABK Plastic Denim 3	5/25/1999		
My Flower Garden	5/25/1999		
Purple Butterfly	5/25/1999		
Romantic Letters	5/25/1999		
Caterpillar	5/25/1999		
Busy Bee	5/25/1999		

SCHEDULE A
(Copyrights)

ACTIVE COPYRIGHTS OWNED BY TRI-COASTAL DESIGN GROUP, INC.

TITLE	APPLICATION NUMBER & DATE	COPYRIGHT NUMBER & DATE	EXPIRATION DATE (a)
Romantic Kiss	5/25/1999		
Poire	5/25/1999		
Kaleidoscope	5/25/1999		
Shells	5/25/1999		
Romantic Cupids	5/25/1999		
Romantic Messenger	5/25/1999		
Groovy Lid Blocks	3/20/2000		
Groovy Blocks	3/20/2000		
Groovy Flowers	3/20/2000		
Groovy Flower Girls	3/20/2000		
Rubber Stamps	3/20/2000		
Star Planet	3/31/1999		
Angels w/Blue Sky	3/31/1999		
Blue / Gold Zodiac	3/31/1999		
Cosmo Girl Flowers	3/31/1999		
Gold Sexton	3/31/1999		
Here Kitty Kitty White Floral	1/19/2001		
Here Kitty Kitty Pink Floral	1/19/2001		
Here Kitty Kitty Blue Floral	1/19/2001		
Here Kitty Kitty Blue	1/19/2001		
Here Kitty Kitty	1/19/2001		
Little Kitty	1/19/2001		
Miss Kitty Sparkle Purple	1/19/2001		
Miss Kitty Sparkle Blue	1/19/2001		
Miss Kitty Large Squares	1/19/2001		
Miss Kitty Small Squares	1/19/2001		
Miss Kitty Blue	1/19/2001		
Miss Kitty Purple	1/19/2001		
Diva	1/19/2001		
Angel	1/19/2001		
Princess	1/19/2001		
Yellow Spray	1/19/2001		
Antipasta	1/19/2001		
Tape Story	1/19/2001		
Mesh Spring Flowers	1/19/2001		
Spring Flowers	1/19/2001		
Fantasia	1/19/2001		
Linen Patchwork	1/19/2001		
Linen Patchwork Flowers	1/19/2001		
Fuscia Silk	1/19/2001		
Silk Dots	1/19/2001		
Liberty Blue	1/19/2001		
Bill's Back Ground	1/19/2001		
Pucci Blast	1/19/2001		
Hawaiian Tropic Floral	1/19/2001		
Carnival 1	1/19/2001		

SCHEDULE A

(Copyrights)

ACTIVE COPYRIGHTS OWNED BY TRI-COASTAL DESIGN GROUP, INC.

TITLE	APPLICATION NUMBER & DATE	COPYRIGHT NUMBER & DATE	EXPIRATION DATE (a)
Carnival 2	1/19/2001		
Cycles	1/19/2001		
Glass	1/19/2001		
Parchment Rose	1/19/2001		
Parchment Daisy	1/19/2001		
Candy Mesh	1/19/2001		
Patched Crazy	1/19/2001		
My True Heart	1/19/2001		
Princess Icon	1/19/2001		
Tie Die Luz	1/19/2001		
Margherita	1/19/2001		
Country Bouquet	1/19/2001		
Tulip Treasure	1/19/2001		
Garden Treasure	1/19/2001		
Country Springtime	1/19/2001		
Daydream Square	1/19/2001		
Daydream Allorer	1/19/2001		
Daydream Round	1/19/2001		
Angel Rose	1/19/2001		
Medallion	1/19/2001		
Hula Girl	1/19/2001		
Blue Holiday	1/19/2001		
Enchantment	1/19/2001		
Dog Chex	1/19/2001		
Indian Flowers	1/19/2001		
Feathers	1/19/2001		
Cat Girl	1/19/2001		
Peace & Love	1/19/2001		
Geisha Fans	1/19/2001		
Starry Eyed	1/19/2001		
Buttercup	1/19/2001		
Buttercup 3	1/19/2001		
Small Geometrical Ethnique	1/19/2001		
Jackie O	1/19/2001		
Everblooming	1/19/2001		
Evensong	1/19/2001		
Pansey Treasure	1/19/2001		
Venice	1/19/2001		
FOOTNOTE:			
(a) Pursuant to 17 U.S.C. 302(c)			

SCHEDULE B
(Patents)

ACTIVE PATENT REGISTRATIONS OWNED OR TO BE OWNED BY TRI-COASTAL DESIGN GROUP, INC.

SHORT TITLE	APPLICATION NUMBER & DATE	PATENT NUMBER & DATE	EXPIRATION DATE
<i>PENDING</i>			
Desktop Organizer	09/778,164		
Desktop Storage Device	09/778,162		

SCHEDULE C
(Trademarks)

ACTIVE TRADEMARK REGISTRATIONS OWNED BY TRI-COASTAL DESIGN GROUP, INC.

REGISTERED MARKS	SERIAL NUMBER	REGISTRATION NUMBER & DATE	REGISTRATION CLASS
REGISTRATIONS			
GROOVY GIRL DESIGN	75/795600	2,362,358-6/27/00	11
NOTICES OF ALLOWANCE ISSUED			
HAIR VITAMINS	76/025617	03/13/01	11
HAIR VITAMINS	76/025620	03/13/01	14
HAIR VITAMINS	76/025619	03/13/01	18
HAIR MAIL	75/795616	09/19/00	26
UMA	75/869689	11/14/00	11
UMA	75/869686	11/21/00	14
UMA	75/869685	11/21/00	16
UMA	75/869688	12/12/00	18
UMA	75/869687	11/21/00	26
VERSION	75/869694	11/14/00	11
VERSION	75/869690	11/21/00	16
VERSION	75/869693	10/17/00	18
LOOP	75/869672	10/17/00	11
AVERSION	76/004907	02/13/01	11
AVERSION	76/004906	02/13/01	14
AVERSION	76/004904	02/13/01	16
AVERSION	76/004905	02/13/01	18
AVERSION	76/004913	02/13/01	26
INVERSION	76/005073	02/13/01	11
INVERSION	76/004145	02/20/01	14
INVERSION	76/004914	02/13/01	16
INVERSION	76/019648	02/13/01	18
INVERSION	76/005074	02/20/01	26
CONVERSION	76/004908	02/13/01	11
CONVERSION	76/004144	02/06/01	16
CONVERSION	76/004918	02/13/01	18
PERVERSION	76/004920	02/13/01	11
PERVERSION	76/004916	02/13/01	14
PERVERSION	76/004919	02/06/01	16
PERVERSION	76/004915	02/13/01	18
PERVERSION	76/004923	02/27/01	26
TRANSVERSION	76/004917	02/13/01	11
TRANSVERSION	76/004900	02/13/01	14
TRANSVERSION	76/004922	02/06/01	16
TRANSVERSION	76/004921	02/13/01	18
TRANSVERSION	76/004924	02/13/01	26
ANGEL	76/152747	08/07/01	11
PRINCESS	76/152733	08/21/01	21

SCHEDULE C
(Trademarks)

ACTIVE TRADEMARK REGISTRATIONS OWNED BY TRI-COASTAL DESIGN GROUP, INC.

REGISTERED MARKS	SERIAL NUMBER	REGISTRATION NUMBER & DATE	REGISTRATION CLASS
<i>PUBLISHED FOR OPPOSITION</i>			
VERSION	75/869691	08/01/00	14
VERSION	75/869692	08/01/00	26
LOOP	75/869624	02/27/01	16
ANGEL	76/152743	07/10/01	18
ANGEL	76/152744	07/10/01	21
PRINCESS	76/152730	06/12/01	6
DOT	76/152820	08/28/01	9
CDATA	76/152817	08/28/01	9
VIBE	76/152813	08/28/01	9
LOOP TO LOOP	76/222330	09/11/01	26
<i>PENDING OFFICE ACTIONS</i>			
HAIR VITAMINS	76/025616		26
HAIR SNAPS	75/795617		26
CONVERSION	76/004910		14
ANGEL	76/152745		16
ANGEL	76/152746		20
ANGEL	76/152741		25
ANGEL	76/152742		6
PRINCESS	76/152732		11
PRINCESS	76/152731		16
PRINCESS	76/152728		18
PRINCESS	76/152729		20
PRINCESS	76/152727		25
DOT	76/152819		16
CLIP PAC	76/152810		16
TOOL PAC	76/152811		16
SLEEVE SCRUNCH	76/222332		26
MULTIPACK	76/222331		16
OPEN	76/152806		6

Schedule C
(Loop - Trademarks)

Schedule A
(Loop - Copyrights)

Schedule B
(Loop - Patents)

LOOP Trademarks, Patents and Copyrights

Trademarks		Copyrights		Patents		
Trademark	Classes	Status	Copyright	Status	Item	Status
Version	11, 14, 16, 18, 26	Pending- notice of Allowance	Cheese Mouse	Sent for filing 8/11/2000	Desk Caddy	Filed by Tedd- Pending
Das	11, 14, 16, 18, 26	abandoned	Loop	Sent for filing 8/11/2000	Pencil Slider	Filed by Tedd- Pending
Uma	11, 14, 16, 18, 26	Pending- notice of Allowance	Inversion Square	Sent for filing 8/11/2000	Jude Bag	Filed by Tedd- Pending
Ike	11, 14, 16, 18, 26	abandoned	Transversion Square	Sent for filing 8/11/2000		
Loop	11, 14, 16, 18, 26	Pending- notice of Allowance	Perversion Square	Sent for filing 8/11/2000		
Aversion	11, 14, 16, 18, 26	Pending- notice of Allowance	Moversion Square	Sent for filing 8/11/2000		
Inversion	11, 14, 16, 18, 26	Pending- notice of Allowance	Conversion Square	Sent for filing 8/11/2000		
Conversion	11, 14, 16, 18, 26	Pending- notice of Allowance	Version Variety	Sent for filing 8/11/2000		
Perversion	11, 14, 16, 18, 26	Pending- notice of Allowance	Inversion Circle	Sent for filing 8/11/2000		
Transversion	11, 14, 16, 18, 26	Pending- notice of Allowance	Conversion Circle	Sent for filing 8/11/2000		
Elbow		abandoned	Perversion Circle	Sent for filing 8/11/2000		
Mood		abandoned	Moversion Circle	Sent for filing 8/11/2000		
Cheese		abandoned	Transversion Circle	Sent for filing 8/11/2000		
Dot		active	Total Version	Sent for filing 8/11/2000		
O-Mags		abandoned	Elbow	Sent for filing 8/11/2000		
cdala		active	Dot Maze	Sent for filing 8/11/2000		
Clipper		abandoned	Dot Grid	Sent for filing 8/11/2000		
Caddy		abandoned	Mood	Sent for filing 8/11/2000		
.dot		active	Cheese	Sent for filing 8/11/2000		
grr		abandoned	Dot	REJECTED		
Icu		abandoned	Vibe	Sent for filing 8/11/2000		
Clip Pac		active	Manual	Sent for filing 4/27/01		
Tool Pac		active	Parcel Collage (3 colors)	Sent for filing 4/27/01		
Rat Pac		abandoned	Facial Pouch	Sent for filing 4/27/01		
Memo Pac		abandoned	First Aid Pouch	Sent for filing 4/27/01		
Vibe		active	Parcel Square	Sent for filing 4/27/01		
Date		abandoned	Parcel	Sent for filing 4/27/01		
Inches		abandoned	Best Friends	Sent for filing 4/27/01		
Open		abandoned	Joe's Deli	Sent for filing 4/27/01		
			Big King	Sent for filing 4/27/01		
			Speed Racer	Sent for filing 4/27/01		
			Equestrian	Sent for filing 4/27/01		
			Lion	Sent for filing 4/27/01		
			NASA	Sent for filing 4/27/01		
			Liberty	Sent for filing 4/27/01		
			Sundries Pouch	Sent for filing 4/27/01		
			Love Patch	Sent for filing 4/27/01		
			Blue Stripe	Sent for filing 4/27/01		
			Beige Stripe	Sent for filing 4/27/01		

TRADEMARK