

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
F. Schumacher & Co.		01/19/2007	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	FCC, LLC
Doing Business As:	DBA First Capital
Street Address:	1177 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA

PROPERTY NUMBERS Total: 58

Property Type	Number	Word Mark
Registration Number:	3079166	BRYANT PARK
Registration Number:	0872207	CHROMASCOPE
Registration Number:	0872754	DECORATORS WALK
Registration Number:	2791240	DECORATORS WALK
Registration Number:	2736814	DW
Registration Number:	0835644	DW
Registration Number:	2328606	DW DECORATORS WALK
Registration Number:	2775631	DW DECORATORS WALK
Registration Number:	2881858	EASY UPS
Registration Number:	1615773	FSC
Registration Number:	3111503	G
Registration Number:	2616366	GARDEN ROOM
Registration Number:	2778861	GARDEN ROOM

OP \$1465.00 3079166

Registration Number:	0745895	GLOSHEEN
Registration Number:	1622593	GRAMERCY
Registration Number:	2485318	GRAMERCY
Registration Number:	2410841	GRAMERCY
Registration Number:	2417662	GREEFF
Registration Number:	1052456	GREEFF
Registration Number:	2897591	GROWING UP WITH WAVERLY
Registration Number:	2522235	GROWING UP WITH WAVERLY
Registration Number:	2880417	HANGS LIKE PAINT
Registration Number:	2706784	HOBE ERWIN
Registration Number:	2911884	
Registration Number:	2323777	PATTERSON, FLYNN & MARTIN
Registration Number:	2419231	PATTERSON, FLYNN & MARTIN
Registration Number:	2431480	
Registration Number:	2481873	ROSECORE
Registration Number:	1069415	S
Registration Number:	0717608	SCHUMACHER
Registration Number:	0717633	SCHUMACHER
Registration Number:	2378759	SCHUMACHER
Registration Number:	2410844	SCHUMACHER
Registration Number:	1067730	SCHUMACHER
Registration Number:	2376153	SUN 'N SHADE
Registration Number:	1576438	VILLAGE
Registration Number:	2410842	VILLAGE
Registration Number:	1657457	VILLAGE
Registration Number:	0128949	WAVERLY
Registration Number:	0709694	WAVERLY
Registration Number:	1756996	WAVERLY
Registration Number:	2011559	WAVERLY
Registration Number:	2231912	WAVERLY
Registration Number:	2228295	WAVERLY
Registration Number:	2340120	WAVERLY
Registration Number:	2321116	WAVERLY
Registration Number:	2742423	WAVERLY
Registration Number:	2345746	WAVERLY

Registration Number:	2410843	WAVERLY
Registration Number:	2445276	WAVERLY
Registration Number:	2456473	WAVERLY
Registration Number:	2732554	WAVERLY
Registration Number:	2222219	WAVERLY
Registration Number:	2908925	WAVERLY
Registration Number:	1663475	WAVERLY DESIGNER SERIES
Registration Number:	1540995	WAVERLY PLACE
Registration Number:	1657462	W DS
Registration Number:	2328605	DW

CORRESPONDENCE DATA

Fax Number: (212)527-7701
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212.257.7700
Email: tmdocket@darbylaw.com
Correspondent Name: Paul Fields/Darby & Darby P.C.
Address Line 1: P.O. Box 5257
Address Line 4: New York, NEW YORK 10150-5257

ATTORNEY DOCKET NUMBER:	20790\8202541-000
NAME OF SUBMITTER:	Paul Fields
Signature:	/paul fields/
Date:	01/26/2007

Total Attachments: 17

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COPYRIGHT AND TRADEMARK SECURITY AGREEMENT

This Copyright and Trademark Security Agreement (this "Agreement"), dated as of 1/19, 2007, is made between F. Schumacher & Co., a New York corporation ("Client"), and FCC, LLC, d/b/a First Capital a Florida limited liability company (the "Factor").

Recitals

Client and Factor are parties to a Factoring and Inventory Advances and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Factoring Agreement") setting forth the terms on which Factor may now or hereafter extend credit to or for the account of Client.

As a condition to extending credit to or for the account of Client, Factor has required the execution and delivery of this Agreement by Client.

ACCORDINGLY, in consideration of the mutual covenants contained in the Factoring Agreement and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Factoring Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Copyright Office" means the United States Copyright Office.

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document (as defined in the Factoring Agreement) which any Client may now or at any time hereafter owe to Factor, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Obligations (as defined in the Factoring Agreement).

"Copyright" means all Client's United States registered copyrights and copyright registrations, including Client's United States registered copyrights and copyright registrations listed in Exhibit A to this Agreement, all of Client's present and future United States applications for copyright registrations, including Client's United States applications for copyright registrations listed in Exhibit B to this Agreement, and all of Client's present and future copyrights that are not registered in the Copyright Office including, without limitation, derivative works (collectively, the "Copyrights"), and any and all royalties, payments, and other amounts payable to Client in connection with the Copyrights, together with all renewals and extensions of the Copyrights, the right to recover for all past, present, and future infringements of the Copyrights, and all manuscripts, documents, writings, tapes, disks, storage media, computer programs, computer databases, computer program flow diagrams, source codes, object codes and all

tangible property embodying or incorporating the Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto and all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Exhibit C), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof; all of Client's right, title and interest in and to any and all present and future license agreements with respect to the Copyrights; and all present and future accounts and other rights to payment arising from, in connection with or relating to the Copyrights.

"Permitted Liens" shall include the right of First Refusal in favor of Waverly Brand Acquisition, LLC.

"PTO" means the United States Patent and Trademark Office.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Client's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on **Exhibit C**.

"UCC" means the Uniform Commercial Code as in effect in the State of New York.

2. Security Interest. Client hereby irrevocably pledges and assigns to, and grants Factor a security interest (the "Security Interest") with power of sale to the extent permitted by law, all of Client's right, title and interest in, to and under the Copyrights and Trademarks, in each case whether now or hereafter existing or arising or in which Client now has or hereafter owns, acquires or develops an interest and wherever located and all cash and noncash proceeds thereof (collectively, the "Collateral") to secure payment of the Obligations. As set forth in the Factoring Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of each Client. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or

perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Client represents, warrants and agrees as follows:

(a) **Copyrights.** **Exhibit A** accurately lists all Copyrights owned or controlled by Client as of the date hereof, or to which any Client has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters copyright pertaining to the Copyright as of the date hereof. If after the date hereof, Client owns, controls or has a right to have assigned to it any Copyrights not listed on **Exhibit A**, or if **Exhibit A** ceases to accurately reflect the existence and status of applications and letters copyright pertaining to the Copyrights, then Client shall within 30 days provide written notice to Factor with a replacement **Exhibit A**, which upon acceptance by Factor shall become part of this Agreement.

(b) **Applications for Copyright Registration.** **Exhibit B** accurately lists all United States applications for copyright registrations applied for by Client.

(c) **Trademarks.** **Exhibit C** accurately lists all Trademarks owned or controlled by any Client as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that **Exhibit C** need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to any Client's or any Affiliate's business(es). If after the date hereof, any Client owns or controls any Trademarks not listed on **Exhibit C** (other than common law marks which are not material to any Client's or any Affiliate's business(es)), or if **Exhibit C** ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Clients shall promptly provide written notice to Factor with a replacement **Exhibit C**, which upon acceptance by Factor shall become part of this Agreement.

(d) **Affiliates.** As of the date hereof, no Affiliate of any Client owns, controls, or has a right to have assigned to it any items that would, if such item were owned by any Client, constitute Copyrights or Trademarks. If after the date hereof any Affiliate of any Client owns, controls, or has a right to have assigned to it any such items, then Clients shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to an Client; or (ii) notify Factor of such item(s) and cause such Affiliate to execute and deliver to Factor a copyright and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** Except that the rights of Client to the Colonial Williamsburg and Laurette Copyrights are derived pursuant to a license agreement and not as outright owner of such Copyrights and Client is the owner of each Copyright and Trademark on **Exhibits A, B and C** has absolute title to each Copyright and each Trademark listed thereon, free

and clear of all Liens except Permitted Liens. The applicable Client (i) will have, at the time such Client acquires any rights in Copyrights or Trademarks hereafter arising, absolute title to each such Copyright or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Copyright and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Client will not assign, transfer, encumber or otherwise dispose of the Copyrights or Trademarks, or any interest therein, without Factor's prior written consent.

(g) **Defense.** Client will, at their own expense and using commercially reasonable efforts, protect and defend the Copyrights and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** Client will at their own expense maintain the Copyrights and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters copyright or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters copyright, trademark registrations and applications therefor. Client covenant that they will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Copyright or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Factor: (i) sufficient written notice, of at least 30 days, to allow Factor to timely pay any such maintenance fees or annuities which may become due on any Copyright or Trademark, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Factor's Right to Take Action.** If Client fails to perform or observe any of their covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Factor gives Clients written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if Clients notify Factor that they intend to abandon a Copyright or Trademark, Factor may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of one or more Clients (or, at Factor's option, in Factor's own name) and may (but need not) take any and all other actions which Factor may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Clients shall pay Factor on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Factor in connection with or as a result of Factor's taking action under subsection (i) or exercising its rights under Section 6, together with interest

thereon from the date expended or incurred by Factor at the default rate of interest provided for in the Factoring Agreement.

(k) **Power of Attorney.** To facilitate Factor's taking action under subsection (i) and exercising its rights under Section 6, Client hereby irrevocably appoints (which appointment is coupled with an interest) Factor, or its delegate, as the attorney-in-fact of Client with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of such Client, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by such Client under this Section 3, or, necessary for Factor, after a Default, to enforce or use the Copyrights or Trademarks or to grant or issue any exclusive or non-exclusive license under the Copyrights or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Copyrights or Trademarks to any third party. Each Client hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Factoring Agreement as provided therein and the payment and performance of all Obligations.

(l) **Authorization to Supplement.** (i) Client shall give Factor prompt notice of any additional United States copyright registrations, applications therefor after the date hereof. Client authorizes Factor unilaterally to modify this Agreement by amending Exhibit A or B to include any future United States registered copyrights or applications therefor of Client; and (ii) if Client shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Client shall give prompt notice in writing to Factor with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Client's obligations under this subsection Client authorizes Factor to modify this Agreement by amending Exhibit C to include any such new copyright or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Exhibit A, B, or C shall in any way affect, invalidate or detract from Factor's continuing security interest in all Collateral, whether or not listed on Exhibit A, B or C.

4. Clients' Use of the Copyrights and Trademarks. Client shall be permitted to control and manage the Copyrights and Trademarks, including the right to exclude others from making, using or selling items covered by the Copyrights and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Default exists.

5. Defaults. Each of the following occurrences shall constitute an event of default under this Agreement (herein called a "Default"): (a) a Default, as defined in the Factoring Agreement, shall occur; or (b) any Client shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. While a Default exists, Factor may, at its option, take any or all of the following actions:

(a) Factor may exercise any or all remedies available under the Factoring Agreement.

(b) Factor may sell, assign, transfer, pledge, encumber, or otherwise dispose of the Copyrights and Trademarks.

(c) Factor may enforce the Copyrights and Trademarks and any licenses thereunder, and if Factor shall commence any suit for such enforcement, Clients shall, at the request of Factor, do any and all lawful acts and execute any and all proper documents required by Factor in aid of such enforcement.

7. Further Acts.

(a) On a continuing basis, Client shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Factor to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Client's compliance with this Agreement or to enable Factor to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with:

(i) the Copyright Office or any applicable state office. Factor may record this Agreement, an abstract thereof, or any other document describing Factor's interest in the Copyrights with the Copyright Office, at the expense of Client. In addition, Client authorizes Factor to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Factor; and

(ii) the PTO or any applicable state office. Factor may record this Agreement, an abstract thereof, or any other document describing Factor's interest in the Collateral with the PTO, at the expense of Client. In addition, Client authorizes Factor to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Factor.

(b) If the Client shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Client shall immediately notify Factor in a writing signed by the Client of the brief details thereof and grant to the Factor in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Factor.

8. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Factor. A waiver signed by Factor shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or

enforcement of any of Factor's rights or remedies. All rights and remedies of Factor shall be cumulative and may be exercised singularly or concurrently, at Factor's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to any Client under this Agreement shall be given in the manner and with the effect provided in the Factoring Agreement. Factor shall not be obligated to preserve any rights any Client may have against prior parties, to realize on the Copyrights and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Copyrights and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Clients and Factor and their respective participants, successors and assigns and shall take effect when signed by Clients and delivered to Factor, and each Client waives notice of Factor's acceptance hereof. Factor may execute this Agreement if appropriate for the purpose of filing, but the failure of Factor to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement authorized by any Client shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of New York without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

EXHIBIT A
TO THE COPYRIGHT AND TRADEMARK SECURITY AGREEMENT
F. SCHUMACHER & CO.

UNITED STATES REGISTERED COPYRIGHTS

Title of Work

Registration Number

Date of Registration

EXHIBIT B
TO THE COPYRIGHT AND TRADEMARK SECURITY AGREEMENT
F. SCHUMACHER & CO.

UNITED STATES COPYRIGHT APPLICATIONS

Title of Work

Application Number

Filing Date

EXHIBIT C
TO THE COPYRIGHT AND TRADEMARK SECURITY AGREEMENT
F. SCHUMACHER & CO.

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

Mark

Registration Number




Registration Date

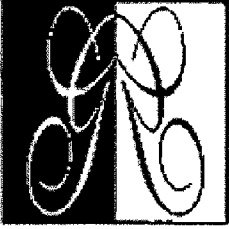

APPLICATIONS



COLLECTIVE MEMBERSHIP MARKS



UNREGISTERED MARKS

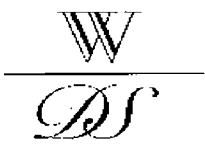
SCHEDULE A

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
BRYANT PARK	3,079,166	04/11/2006
CHROMASCOPE	872,207	07/01/1969
DECORATORS WALK	872,754	07/08/1969
DECORATORS WALK	2,791,240	12/09/2003
DW	2,736,814	07/15/2003
DW	2,328,605	3/14/2000
	835,644	09/19/1967
	2,328,606	03/14/2000
	2,775,631	10/21/2003
EASY UPS	2,881,858	09/07/2004
FSC	1,615,773	10/02/1990

	3,111,503	07/04/2006
GARDEN ROOM	2,616,366	09/10/2002
GARDEN ROOM	2,778,861	11/04/2003
GLOSHEEN	745,895	02/26/1963
GRAMERCY	1,622,593	11/13/1990
GRAMERCY	2,485,318	09/04/2001
GRAMERCY	2,410,841	12/05/2000
GREEFF	2,417,662	01/02/2001
	1,052,456	11/09/1976
GROWING UP WITH WAVERLY	2,897,591	10/26/2004
GROWING UP WITH WAVERLY	2,522,235	12/25/2001
HANGS LIKE PAINT	2,880,417	08/31/2004
HOBE ERWIN	2,706,784	04/15/2003
	2,911,884	12/21/2004

PATTERSON, FLYNN & MARTIN	2,323,777	02/29/2000
PATTERSON, FLYNN & MARTIN	2,419,231	01/09/2001
	2,431,480	02/27/2001
ROSECORE	2,481,873	08/28/2001
	1,069,415	07/12/1977
SCHUMACHER	717,608	06/27/1961
SCHUMACHER	717,633	06/27/1961
SCHUMACHER	2,378,759	08/22/2000
SCHUMACHER	2,410,844	12/05/2000
SCHUMACHER	1,067,730	06/14/1977
SUN 'N SHADE	2,376,153	08/08/2000
VILLAGE	1,576,438	01/09/1990
VILLAGE	2,410,842	12/05/2000

	1,657,457	09/17/1991
	128,949	01/20/1920
WAVERLY	709,694	01/10/1961
WAVERLY	1,756,996	03/09/1993
WAVERLY	2,011,559	10/29/1996
WAVERLY	2,231,912	03/16/1999
WAVERLY	2,228,295	03/02/1999
WAVERLY	2,340,120	04/11/2000
WAVERLY	2,321,116	02/22/2000
WAVERLY	2,742,423	07/29/2003
WAVERLY	2,345,746	04/25/2000
WAVERLY	2,410,843	12/05/2000
WAVERLY	2,445,276	04/17/2001
WAVERLY	2,456,473	05/29/2001
WAVERLY	2,732,554	07/01/2003
WAVERLY	2,222,219	02/09/1999

WAVERLY	2,908,925	12/07/2004
WAVERLY DESIGNER SERIES	1,663,475	11/05/1991
WAVERLY PLACE	1,540,995	05/23/1989
	1,657,462	09/17/1991