

FORM PTO-1594 (Rev. 8-93)

OMB No. 0651-0011 (exp. 4/94)

MFD REC

2.14.00

04-10-2000



HEET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings = = =

To the Honorable Commissioner of Patents

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Original documents of copy hereof

RECEIVED
200 FEB 14 AM 10:23
OPER/FINANCE

1. Name of conveying party(ies):

Faribault Woolen Mill Company

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State - Minnesota
- Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: January 13, 2000

2. Name and address of receiving party(ies)

Name: Bank of America, N.A.
 Internal Address: Suite 900
 Street Address: 55 South Lake Avenue
 City: Pasadena State: CA ZIP: 91101

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other as agent for lenders

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

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

See attached Schedule "A"

B. Trademark Registration No.(s)

See attached Schedule "A"

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Brobeck Phleger & Harrison

Internal Address: Suite 2100

Attention: Kai Williamson

Street Address: 550 South Hope Street

City: Los Angeles State: CA ZIP: 90071

6. Total number of applications and registrations involved: 20

7. Total fee (37 CFR 3.41).....\$ 515.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

04/10/2000 DCDATES 0000015 75850600

DO NOT USE THIS SPACE

01 FC:481
02 FC:482

40.00 OP
475.00 OP

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.

Kai Williamson
Name of Person Signing

Kai Williamson
Signature

02/29/00

Date

Total number of pages including cover sheet, attachments, and document: 28

Mail documents to be recorded with required cover sheet information to
Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK
REEL: 002051 FRAME: 0303

Additional conveying parties:

1. Faribault Woolen Mill Company, a Minnesota corporation
2. Globaltex, LLC, a Maine limited liability company
3. Faribo Woolens, Inc., a Minnesota corporation
4. Ebedroom.Com, LLC, a Minnesota limited liability company

SCHEDULE OF MARKS

LLC

ebedroom.com, Inc.

Mark	Goods/Services	Serial No.	Filing Date	USE/ITU	Status	Federal Registration Reg. No.	Reg. Date
EBEDROOM	<p>Paint.</p> <p>Anti-aging cream, anti-bacterial soap, aromatherapy oils, baby lotion, baby oil, baby powder, bath beads, bath crystals, bath foam, bath gel, bath oil, bath pearls, bath powder, body cream, body emulsions, body oil, body powder, body scrubs, bubble bath, cold cream, deodorant soap, face creams, face powder, facial cleansers, facial creams, facial emulsions, hair conditioners, hand cream, incense, liquid soaps for hands, face and body, night cream, non-medicated bath salts, non-medicated body soaks, potpourri, room fragrances, sachets, scented body spray, shower gel, skin clarifiers, skin cleansers, skin cleansing cream, skin cleansing lotion, skin conditioners, skin cream, skin emollients, skin lotion, skin moisturizer, skin soap, skin texturizers, skin toners, vanishing cream and wrinkle removing skin care preparations.</p> <p>Bathub enclosures, bathtubs, bidets, candle lanterns, ceiling fans, dispensing units for room air fresheners, electric blankets not for medical purposes, electric candelabras, electric lighting fixtures, electric track lighting units, lamp shades, lamps, shower doors, shower enclosures, shower heads, showers, sinks, toilet bowls, toilet seats, toilet tanks, whirlpool baths.</p> <p>Art etchings, art pictures, art prints, graphic art reproductions, printed art reproductions, and stencils.</p> <p>Bedroom furniture, curtain rods, interior window shutters, mirrors, pillows, window blinds, window shades, bone sculptures, ivory sculptures, plaster sculptures, plastic sculptures, wax sculptures, wood sculptures.</p> <p>Baskets, candle rings, candle snuffers, candleholders, candlesticks, ceramic knobs, china figures, china figurines, china sculptures, china statues, china statuettes,</p>	75/850,600	11/16/99	ITU	Pending		

TRADEMARK

Mark	Goods/Services	Federal Application			Federal Registration		
		Serial No.	Filing Date	USE/ITU	Status	Reg. No.	Reg. Date
	<p>crystal figurines, crystal sculptures, crystal statues, crystal statuettes, decorative crystal prisms, earthenware figurines, earthenware figurines, earthenware figurines, earthenware figurines, flower baskets, flower pot holders, flower pots, glass figures, glass figurines, glass knobs, glass sculptures, glass statues, glass statuettes, holders for flowers and plants, incense burners, nonelectric candelabras, plastic bath racks, porcelain figurines, porcelain figurines, porcelain handles for doors and drawers, porcelain knobs, porcelain figurines, porcelain statues, porcelain statuettes, shaving brush stands, shower caddies, shower curtain rings, soap containers, soap dishes, soap dispensers, soap holders, sponges for applying body powder, stained glass figurines, sun catchers, terra cotta figures, terra cotta figurines, terra cotta sculptures, terra cotta statues, terra cotta statuettes, toilet paper holders, towel bars, towel holders, towel racks, towel rings, trash cans, vaporizers for perfume sold empty and vases</p> <p>Afghans, bath linen, bed blankets, bed canopies, bed linen, bed pads, bed sheets, bed spreads, comforters, crib bumpers, curtain fabric, curtains, draperies, dust ruffles, duvet covers, duvets, eiderdowns, fabric bath mats, fabric valances, mattress covers, mattress pads, net curtains, pillow cases, pillow shams, poufs, puffs, quilts, shower curtains, swags, throws, towels, wash cloths, window curtains.</p> <p>Rugs and wallpaper.</p>	75/850,601	11/16/99	ITU	Pending		
®BEDROOM	<p>Ordering services by means of a global computer network featuring furniture, furnishings and accessories for the bedroom and bathroom.</p> <p>Providing information on the furnishing and decorating of a bedroom by means of a global computer network.</p> <p>Paint.</p>	75/851,257	11/16/99	ITU	Pending		
®BEDROOM	<p>Anti-aging cream, anti-bacterial soap, aromatherapy oils, baby lotion, baby oil, baby powder, bath beads, bath crystals, bath foam, bath gel, bath oil, bath pearls, bath powder, body cream, body emulsions, body oil, body powder, body scrubs, bubble bath, cold cream, deodorant soap, face creams, face powder, facial</p>	75/851,257	11/16/99	ITU	Pending		

TRADEMARK

FILE: 002051 FRAME: 0306

Mark	Goods/Services	Serial No.	Filing Date	USE/ITU	Status	Reg. No.	Reg. Date
	<p>sculptures, terra cotta statuettes, toilet paper holders, towel bars, towel holders, towel racks, towel rings, trash cans, vaporizers for perfume sold empty and vases</p> <p>Afghans, bath linen, bed blankets, bed canopies, bed linen, bed pads, bed sheets, bed spreads, comforters, crib bumpers, curtain fabric, curtains, draperies, dust ruffles, duvet covers, duvets, eiderdowns, fabric bath mats, fabric valances, mattress covers, mattress pads, net curtains, pillow cases, pillow shams, poufs, puffs, quilts, shower curtains, swags, throws, towels, wash cloths, window curtains.</p> <p>Rugs and wallpaper.</p> <p>Ordering services by means of a global computer network featuring furniture, furnishings and accessories for the bedroom and bathroom.</p> <p>Providing information on the furnishing and decorating of a bedroom by means of a global computer network.</p>	75/850,616 4	11/16/99	ITU	Pending		
FOR BED AND BATH	<p>Paint.</p> <p>Anti-aging cream, anti-bacterial soap, aromatherapy oils, baby lotion, baby oil, baby powder, bath beads, bath crystals, bath foam, bath gel, bath oil, bath pearls, bath powder, body cream, body emulsions, body oil, body powder, body scrubs, bubble bath, cold cream, deodorant soap, face creams, face powder, facial cleansers, facial creams, facial emulsions, hair conditioners, hand cream, incense, liquid soaps for hands, face and body, night cream, non-medicated bath salts, non-medicated body soaks, potpourri, room fragrances, sachets, scented body spray, shower gel, skin clarifiers, skin cleansers, skin cleansing cream, skin cleansing lotion, skin conditioners, skin cream, skin emollients, skin lotion, skin moisturizer, skin soap, skin texturizers, skin toners, vanishing cream and wrinkle removing skin care preparations.</p> <p>Bathtub enclosures, bathtubs, bidets, candle lanterns, ceiling fans, dispensing units for room air fresheners, electric blankets not for medical purposes, electric candelabras, electric lighting fixtures, electric track lighting units, lamp shades,</p>	75/851,256 5	11/16/99	ITU	Pending		

Mark	Goods/Services	Serial No.	Filing Date	USE/ITU	Status	Reg. No.	Federal Registration Reg. Date
	<p>lamps, shower doors, shower enclosures, shower heads, showers, sinks, toilet bowls, toilet seats, toilet tanks, whirlpool baths.</p> <p>Art etchings, art pictures, art prints, graphic art reproductions, printed art reproductions, and stencils.</p> <p>Bedroom furniture, curtain rods, interior window shutters, mirrors, pillows, window blinds, window shades, bone sculptures, ivory sculptures, plaster sculptures, plastic sculptures, wax sculptures, wood sculptures.</p> <p>Baskets, candle rings, candle snuffers, candleholders, candlesticks, ceramic knobs, china figures, china figurines, china sculptures, china statues, china statuettes, crystal figures, crystal figurines, crystal sculptures, crystal statues, crystal statuettes, decorative crystal prisms, earthenware figures, earthenware figurines, earthenware sculptures, earthenware statues, earthenware statuettes, flower baskets, flower pot holders, flower pots, glass figures, glass figurines, glass knobs, glass sculptures, glass statues, glass statuettes, holders for flowers and plants, incense burners, nonelectric candelabras, plastic bath racks, porcelain figures, porcelain figurines, porcelain handles for doors and drawers, porcelain knobs, porcelain sculptures, porcelain statues, porcelain statuettes, shaving brush stands, shower caddies, shower curtain rings, soap containers, soap dishes, soap dispensers, soap holders, sponges for applying body powder, stained glass figurines, sun catchers, terra cotta figures, terra cotta figurines, terra cotta sculptures, terra cotta statues, terra cotta statuettes, toilet paper holders, towel bars, towel holders, towel racks, towel rings, trash cans, vaporizers for perfume sold empty and vases</p> <p>Afghans, bath linen, bed blankets, bed canopies, bed linen, bed pads, bed sheets, bed spreads, comforters, crib bumpers, curtain fabric, curtains, draperies, dust ruffles, duvet covers, duvets, eiderdowns, fabric bath mats, fabric valances, mattress covers, mattress pads, net curtains, pillow cases, pillow shams, poufs, puffs, quilts, shower curtains, swags, throws, towels, wash cloths, window curtains.</p>						

TRADEMARK

Mark	Goods/Services	Federal Application			Federal Registration		
		Serial No.	Filing Date	USEFTU	Status	Reg. No.	Reg. Date
FORBEDANDBATH	Rugs and wallpaper. Ordering services by means of a global computer network featuring furniture, furnishings and accessories for the bedroom and bathroom.	75/850,617	11/16/99	ITU	Pending		
ROOMBUILDER	Providing information on the furnishing and decorating of a bedroom by means of a global computer network. Paint. Anti-aging cream, anti-bacterial soap, aromatherapy oils, baby lotion, baby oil, baby powder, bath beads, bath crystals, bath foam, bath gel, bath oil, bath pearls, bath powder, body cream, body emulsions, body oil, body powder, body scrubs, bubble bath, cold cream, deodorant soap, face creams, face powder, facial cleansers, facial creams, facial emulsions, hair conditioners, hand cream, incense, liquid soaps for hands, face and body, night cream, non-medicated bath salts, non-medicated body soaks, potpourri, room fragrances, sachets, scented body spray, shower gel, skin clarifiers, skin cleansers, skin cleansing cream, skin cleansing lotion, skin conditioners, skin cream, skin emollients, skin lotion, skin moisturizer, skin soap, skin texturizers, skin toners, vanishing cream and wrinkle removing skin care preparations. Bathtub enclosures, bathtubs, bidets, candle lanterns, ceiling fans, dispensing units for room air fresheners, electric blankets not for medical purposes, electric candelabras, electric lighting fixtures, electric track lighting units, lamp shades, lamps, shower doors, shower enclosures, shower heads, showers, sinks, toilet bowls, toilet seats, toilet tanks, whirlpool baths. Art etchings, art pictures, art prints, graphic art reproductions, printed art reproductions, and stencils. Bedroom furniture, curtain rods, interior window shutters, mirrors, pillows, window blinds, window shades, bone sculptures, ivory sculptures, plaster sculptures, plastic sculptures, wax sculptures, wood sculptures. Baskets, candle rings, candle snuffers, candleholders, candlesticks, ceramic knobs,	75/851,217 A	11/16/99	ITU	Pending		

TRADEMARK

Mark	Goods/Services	Serial No.	Filing Date	USE/ITU	Status	Reg. No.	Reg. Date
	<p>china figures, china figurines, china sculptures, china statues, china statuettes, crystal figures, crystal figurines, crystal sculptures, crystal statues, crystal statuettes, decorative crystal prisms, earthenware figures, earthenware figurines, earthenware sculptures, earthenware statues, earthenware statuettes, flower baskets, flower pot holders, flower pots, glass figures, glass figurines, glass knobs, glass sculptures, glass statues, glass statuettes, holders for flowers and plants, incense burners, nonelectric candelabras, plastic bath racks, porcelain figures, porcelain figurines, porcelain handles for doors and drawers, porcelain knobs, porcelain sculptures, porcelain statues, porcelain statuettes, shaving brush stands, shower caddies, shower curtain rings, soap containers, soap dishes, soap dispensers, soap holders, sponges for applying body powder, stained glass figurines, sun catchers, terra cotta figures, terra cotta figurines, terra cotta sculptures, terra cotta statues, terra cotta statuettes, toilet paper holders, towel bars, towel holders, towel racks, towel rings, trash cans, vaporizers for perfume sold empty and vases</p> <p>Afghans, bath linen, bed blankets, bed canopies, bed linen, bed pads, bed sheets, bed spreads, comforters, crib bumpers, curtain fabric, curtains, draperies, dust ruffles, duvet covers, duvets, eiderdowns, fabric bath mats, fabric valances, mattress covers, mattress pads, net curtains, pillow cases, pillow shams, poufs, puffs, quilts, shower curtains, swags, throws, towels, wash cloths, window curtains.</p> <p>Rugs and wallpaper.</p>						
ROOMBUILDER	<p>Ordering services by means of a global computer network featuring furniture, furnishings and accessories for the bedroom and bathroom.</p> <p>Providing information on the furnishing and decorating of a bedroom by means of a global computer network.</p>	75/850,618	11/16/99	ITU	Pending		
BATHROOM	<p>Paint.</p> <p>Anti-aging cream, anti-bacterial soap, aromatherapy oils, baby lotion, baby oil, baby powder, bath beads, bath crystals, bath foam, bath gel, bath oil, bath pearls, bath powder, body cream, body emulsions, body oil, body powder, body scrubs,</p>	75/850,627	11/16/99	ITU	Pending		

Mark	Goods/Services	Serial No.	Filing Date	USE/ITU	Status	Federal Registration Reg. No.	Reg. Date
	<p>bubble bath, cold cream, deodorant soap, face creams, face powder, facial cleansers, facial creams, facial emulsions, hair conditioners, hand cream, incense, liquid soaps for hands, face and body, night cream, non-medicated bath salts, non-medicated body soaks, poppourri, room fragrances, sachets, scented body spray, shower gel, skin clarifiers, skin cleansers, skin cleansing cream, skin cleansing lotion, skin conditioners, skin cream, skin emollients, skin lotion, skin moisturizer, skin soap, skin texturizers, skin toners, vanishing cream and wrinkle removing skin care preparations.</p> <p>Bathub enclosures, bathtubs, bidets, candle lanterns, ceiling fans, dispensing units for room air fresheners, electric blankets not for medical purposes, electric candelabras, electric lighting fixtures, electric track lighting units, lamp shades, lamps, shower doors, shower enclosures, shower heads, showers, sinks, toilet bowls, toilet seats, toilet tanks, whirlpool baths.</p> <p>Art etchings, art pictures, art prints, graphic art reproductions, printed art reproductions, and stencils.</p> <p>Bedroom furniture, curtain rods, interior window shutters, mirrors, pillows, window blinds, window shades, bone sculptures, ivory sculptures, plaster sculptures, plastic sculptures, wax sculptures, wood sculptures.</p> <p>Baskets, candle rings, candle snuffers, candleholders, candlesticks, ceramic knobs, china figures, china figurines, china sculptures, china statues, china statuettes, crystal figures, crystal figurines, crystal sculptures, crystal statues, crystal statuettes, decorative crystal prisms, earthenware figures, earthenware figurines, earthenware sculptures, earthenware statues, earthenware statuettes, flower baskets, flower pot holders, flower pots, glass figures, glass figurines, glass knobs, glass sculptures, glass statues, glass statuettes, holders for flowers and plants, incense burners, nonelectric candelabras, plastic bath racks, porcelain figures, porcelain figurines, porcelain handles for doors and drawers, porcelain knobs, porcelain sculptures, porcelain statues, porcelain statuettes, shaving brush stands, shower caddies, shower curtain rings, soap containers, soap dishes, soap dispensers, soap holders, sponges for applying body powder, stained glass</p>						

TRADEMARK

Mark	Goods/Services	Serial No.	Filing Date	USE/ITU	Status	Reg. No.	Reg. Date
	<p>figurines, sun catchers, terra cotta figures, terra cotta figurines, terra cotta sculptures, terra cotta statues, terra cotta statuettes, toilet paper holders, towel bars, towel holders, towel racks, towel rings, trash cans, vaporizers for perfume sold empty and vases</p> <p>Afghans, bath linen, bed blankets, bed canopies, bed linen, bed pads, bed sheets, bed spreads, comforters, crib bumpers, curtain fabric, curtains, draperies, dust ruffles, duvet covers, duvets, eiderdowns, fabric bath mats, fabric valances, mattress covers, mattress pads, net curtains, pillow cases, pillow shams, poufs, puffs, quilts, shower curtains, swags, throws, towels, wash cloths, window curtains.</p>						
EBATHROOM	<p>Rugs and wallpaper.</p> <p>Ordering services by means of a global computer network featuring furniture, furnishings and accessories for the bedroom and bathroom.</p>	75/849,916	11/16/99	ITU	Pending		
INTERIOR DESIGN	<p>Providing information on the furnishing and decorating of a bedroom by means of a global computer network.</p> <p>Ordering services by means of a global computer network featuring furniture, furnishings and accessories for the bedroom and bathroom.</p> <p>Providing information on the furnishing and decorating of a bedroom by means of a global computer network.</p>	75/851,218	11/16/99	ITU	Pending		

Faribault Woolen Mill Company

Mark	Goods/Services	Federal Application			Federal Registration		
		Serial No.	Filing Date	USE/ITU	Status	Reg. No.	Reg. Date
FARIBO and design	Textile blankets.	419,739	04/01/83	---	Registered	1,302,689	10/30/84
PAK-A-ROBE	Stadium blankets.	273,722	08/11/80	---	Registered	1,203,625	08/03/82
THE WOOLEN MILL	Retail textile and clothing apparel store services.	419,813	04/01/83	---	Registered	1,297,102	09/18/84
WELLSPRING and design	Blankets	74/496,806	03/04/94	---	Registered	1,873,896	01/17/95
WELLSPRING	Blankets	74/496,827	03/04/94	---	Registered	1,886,099	03/28/95
INHERITANCE	Woolen blankets.	308,118	04/30/81	---	Registered	1,226,712	02/08/83
THE THREE WEAVERS and design	Handwoven woolen and or long piece goods - namely, blankets, shawls for furniture and couch throws.	73/452,686	11/14/83	---	Registered	1,303,782	11/06/84
WOOL PLUS	Blankets produced at least partially from woolen fibers.	73/188,276	10/05/78	---	Registered	1,137,721	07/08/80
WOOL PLUS	Blankets produced at least partially from woolen fibers	73/553,903	08/16/85	---	Registered	1,384,360	02/25/86

Mark	State Registrations	
	Reg. No.	Reg. Date
THE WOOLEN MILL	X8374	09/28/92
THE WOOLEN MILL	None	06/22/83

Mark	International Registrations	
	Reg. No.	Reg. Date
THE THREE WEAVERS + Katakana + Design	2653886/1994	04/28/94

TRADEMARK

Mark	Goods/Services	Federal Application			Federal Registration		
		Serial No.	Filing Date	USE/TU	Status	Reg. No.	Reg. Date
BATES OF MAINE ¹					Unfiled		
BATES OF MAINE and design ¹					Unfiled		
ABAGAIL ¹	Bedspreads and coverlets				Unfiled		
AMERICA'S FIRST ¹	Bedspreads and coverlets				Unfiled		
ELIZABETHAN COURT ¹	Bedspreads and coverlets				Unfiled		
GETTYSBURGH ¹	Bedspreads and coverlets				Unfiled		
HERITAGE ¹	Bedspreads and coverlets				Unfiled		
LISA'S CHOICE ¹	Bedspreads and coverlets				Unfiled		
MILLENNIUM ROSE ¹	Bedspreads and coverlets				Unfiled		
PRIDE OF NEW ENGLAND ¹	Bedspreads and coverlets				Unfiled		
SUPER CORD ¹	Bedspreads and coverlets				Unfiled		

¹ Common law rights only.

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of January 13, 2000, is made by **FARIBAULT WOOLEN MILL COMPANY**, a Minnesota corporation ("FWMC"), **GLOBALTEX, LLC**, a Maine limited liability company ("Globaltex"), **FARIBO WOOLENS, INC.**, a Minnesota corporation ("Faribo"; together with FWMC and Globaltex, individually and collectively, jointly and severally, "Borrowers"), and **EBEDROOM.COM, LLC**, a Minnesota limited liability company, "Bedroom"; together with Borrowers, each, a "Debtor", and collectively, jointly and severally, "Debtors"), in favor of **BANK OF AMERICA, N.A.**, as agent for the Lenders (in its capacity as agent, the "Agent").

RECITALS

WHEREAS, Obligors, the financial institutions signatory thereto (such financial institutions, together with their respective successors and assigns, individually, a "Lender," and collectively, the "Lenders"; together with Agent, individually and collectively, jointly and severally, the "Lender Group"), and the Agent have entered into that certain Loan and Security Agreement, of even date herewith (as amended, restated, modified, renewed or extended from time to time, the "Loan Agreement"), pursuant to which the Lender Group has agreed to make certain financial accommodations to Debtors, and pursuant to which Debtors have granted to Agent, for the benefit of the Lender Group, a security interest in (among other things) all of the general intangibles of Debtors.

WHEREAS, Bedroom has executed that certain General Continuing Guaranty, dated as of the date hereof (the "Guaranty"), respecting certain obligations of Borrowers owing to the Lender Group under the Loan Agreement.

WHEREAS, Bedroom and Agent are contemporaneously herewith entering into that certain Security Agreement, dated as of the date hereof (the "Security Agreement"), pursuant to, among other things, Bedroom has granted to Agent, for the benefit of the Lender Group, a security interest in (among other things) all general intangibles of Bedroom.

WHEREAS, pursuant to the Loan Agreement and as one of the conditions precedent to the obligations of the Lender Group under the Loan Agreement, Debtors have agreed to execute and deliver this Agreement to Agent for filing with the PTO and with any other relevant recording systems in any domestic jurisdiction, and as further evidence of and to effectuate Agent's existing security interests in the trademarks and other general intangibles described herein.

ASSIGNMENT

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, each Debtor hereby agrees in favor of Agent, for its benefit and the benefit of the Lenders, as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

“Borrowers” shall have the meaning ascribed to such term in the introductory paragraph hereto.

“Event of Default” shall have the meaning ascribed thereto in the Loan Agreement.

“Lien” means any pledge, security interest, assignment, charge or encumbrance, lien (statutory or other), or other preferential arrangement (including any agreement to give any security interest).

“Obligors” means, individually and collectively, jointly and severally, Borrowers and North American Heritage Brands, Inc., a Minnesota corporation.

“Debtor” shall have the meaning ascribed to such term in the introductory paragraph of this Agreement.

“Proceeds” means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral, including “proceeds” as defined at UCC Section 9306, all insurance proceeds and all proceeds of proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of any Debtor, from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of any Debtor from time to time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to any Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral or for or on account of any damage or injury to or conversion of any Trademark Collateral by any Person.

“PTO” means the United States Patent and Trademark Office and any successor thereto.

“Secured Obligations” means (a) with respect to Borrowers, ‘Obligations’ as defined in the Loan Agreement, (b) with respect to Bedroom, ‘Secured Obligations’ as defined in the Security Agreement.

“Security Agreement” shall have the meaning ascribed thereto in the recitals hereof.

“Trademark Collateral” has the meaning set forth in Section 2.

“Trademarks” has the meaning set forth in Section 2.

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of California.

“United States” and “U.S.” each mean the United States of America.

(b) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears.

(ii) The words “hereof,” “herein,” “hereto,” “hereunder” and the like mean and refer to this Agreement as a whole and not merely to the specific Section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation.”

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto.

(vi) References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

(vii) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(viii) Capitalized words not otherwise defined herein shall have the respective meanings assigned to them in the Loan Agreement.

(ix) In the event of a direct conflict between the terms and provisions of this Agreement, on the one hand, and, on the other hand, the Loan

Agreement or Security Agreement, as applicable, it is the intention of the parties hereto that all such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of the Security Agreement shall control and govern with respect to Bedroom, and the terms and provisions of the Loan Agreement shall control and govern with respect to Borrowers; provided, however, that the inclusion herein of additional obligations on the part of Debtors and supplemental rights and remedies in favor of the Lender Group (whether under federal law or applicable California law), in each case in respect of the Trademark Collateral, shall not be deemed a conflict in the Loan Agreement or Security Agreement.

2. Security Interest.

(a) Assignment and Grant of Security Interest. To secure the Secured Obligations, each Debtor hereby grants, assigns, transfers and conveys to Agent, for the benefit of the Lender Group, a continuing security interest in all of such Debtor's right, title and interest in and to the following property, whether now existing or hereafter acquired or arising and whether registered or unregistered (collectively, the "Trademark Collateral"):

(i) all state (including common law) and federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by any Debtor, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States (but excluding each 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 or service mark) and all extensions or renewals thereof, including without limitation any of the foregoing identified on Schedule A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in the name of any Debtor or in the name of Agent for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of any Debtor's business symbolized by the Trademarks or associated therewith; and

(iv) all Proceeds of any and all of the foregoing.

(b) Continuing Security Interest. Debtors agree that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 17.

(c) Incorporation into Loan Agreement and Security Agreement.

(i) This Agreement shall be fully incorporated into the Loan Agreement and, with respect to Borrowers, all understandings, agreements and provisions contained in the Loan Agreement shall be fully incorporated into this Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the Collateral in the Loan Agreement.

(ii) This Agreement shall be fully incorporated into the Security Agreement and, with respect to Bedroom, all understandings, agreements and provisions contained in the Security Agreement shall be fully incorporated into this Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the Collateral in the Security Agreement.

(d) Licenses. Anything in the Loan Agreement, the Security Agreement, or this Agreement to the contrary notwithstanding, Debtors may grant non-exclusive licenses of the Trademark Collateral (subject to the security interest of Agent, for the benefit of the Lender Group, therein) in the ordinary course of business consistent with past practice.

3. Further Assurances; Appointment of Agent as Attorney-in-Fact. Each Debtor at its expense shall execute and deliver, or cause to be executed and delivered, to Agent any and all documents and instruments, in form and substance reasonably satisfactory to Agent, and take any and all action, which Agent may reasonably request from time to time, to perfect and continue perfected, maintain the priority of or provide notice of the security interest of Agent for the benefit of the Lender Group in the Trademark Collateral and to accomplish the purposes of this Agreement. If any Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Agent in accordance with the foregoing, Agent shall have the right, in the name of such Debtor, in the name of Agent, or otherwise, without notice to or assent by any Debtor, and each Debtor hereby irrevocably constitutes and appoints Agent (and any of Agent's officers or employees or agents designated by Agent) as such Debtor's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of such Debtor on all or any of such documents or instruments and perform all other acts that Agent reasonably deems necessary or advisable in order to perfect or continue perfected, maintain the priority or enforceability of or provide notice of the security interest of Agent for the benefit of the

Lender Group in, the Trademark Collateral, and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of such Debtor, which Agent reasonably may deem necessary or advisable to maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including after the occurrence and during the continuance of any Default or Event of Default, to (A) defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, and (B) to assert or retain any rights under any license agreement for any of the Trademark Collateral, and (C) to execute any and all applications, documents, papers and instruments for Agent to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 17.

4. Representations and Warranties. Each Debtor represents and warrants to the Lender Group as follows:

(a) No Other Trademarks. Schedule A sets forth, as of the Closing Date, a true and correct list of all of the existing Trademarks of such Debtor that are registered, or for which any application for registration has been filed with the PTO or any corresponding or similar trademark office of any other U.S. jurisdiction, and that are owned or held (whether pursuant to a license or otherwise) and used by such Debtor.

(b) Trademarks Subsisting. Each of the Trademarks listed in Schedule A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of such Debtor's knowledge, each of the Trademarks is valid and enforceable.

(c) Ownership of Trademark Collateral; No Violation. (i) Such Debtor has rights in and good and defensible title to the existing Trademark Collateral shown on Schedule A as owned by it, (ii) with respect to the Trademark Collateral shown on Schedule A hereto as owned by it, Debtor is the sole and exclusive owner thereof, free and clear of any Liens and rights of others (other than the security interest created hereunder), including licenses, registered user agreements and covenants by such Debtor not to sue third persons, and (iii) with respect to any Trademarks for which such Debtor is either a licensor or a licensee pursuant to a license or licensee agreement regarding such Trademark, each such license or licensing agreement is in full force and effect, such Debtor is not in material default of any of its obligations thereunder and, (i) other than the parties to such licenses or licensing agreements, or (ii) in the case of any non-exclusive license or license agreement entered into by such Debtor or any such licensor regarding such Trademark, the parties to any other such non-exclusive licenses or license agreements entered into by such Debtor or any such licensor with any other Person, no other Person has any rights in or to any of the Trademark Collateral. To the best of such Debtor's knowledge, the past, present and contemplated future use of the Trademark Collateral by such Debtor has not, does not and

will not infringe upon or violate any right, privilege or license agreement of or with any other Person.

(d) No Infringement. To the best of such Debtor's knowledge, no material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any Person.

(e) Powers. Such Debtor has the unqualified right, power and authority to pledge and to grant to Agent for the benefit of the Lender Group a security interest in all of the Trademark Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained.

5. Covenants. So long as any of the Secured Obligations remain unsatisfied, each Debtor agrees that it will comply with all of the covenants, terms and provisions applicable to such Debtor of this Agreement, the Loan Agreement, the Security Agreement, and the other Loan Documents, and each Debtor will promptly give Agent written notice of the occurrence of any event that could have a material adverse effect on any of the Trademarks or the Trademark Collateral, including any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks for which such Debtor is a licensee.

6. Future Rights. For so long as any of the Secured Obligations shall remain outstanding, if and when any Debtor shall obtain rights to any new Trademarks, or any reissue, renewal or extension of any Trademarks, the provisions of Section 2 shall automatically apply thereto and such Debtor shall give to Agent prompt notice thereof. Each Debtor shall do all things reasonably deemed necessary or advisable by Agent to ensure the validity, perfection, priority and enforceability of the security interests of Agent for the benefit of the Lender Group in such future acquired Trademark Collateral. If any Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Agent in connection herewith, each Debtor hereby authorizes Agent to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on such Debtor's behalf and as its attorney-in-fact to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

7. Agent's Duties. Notwithstanding any provision contained in this Agreement, the Lender Group shall have no duty to exercise any of the rights, privileges or powers afforded to them and shall not be responsible to any Debtor or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by the Lender Group hereunder or in connection herewith, the Lender Group shall have any duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral.

8. Remedies. From and after the occurrence and during the continuation of an Event of Default, the Lender Group shall have all rights and remedies available to it under

the Loan Agreement, the Security Agreement, and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral or any other Collateral. Debtors agree that such rights and remedies include the right of the Lender Group as a secured party to sell or otherwise dispose of its Collateral after default, pursuant to UCC Section 9504. Debtors agree that the Lender Group shall at all times have such royalty-free licenses, to the extent permitted by law, for any Trademark Collateral that is reasonably necessary to permit the exercise of any of the Lender Group's rights or remedies upon or after the occurrence of (and during the continuance of) an Event of Default with respect to (among other things) any tangible asset of any Debtor in which Agent for the benefit of the Lender Group has a security interest, including the Lender Group's rights to sell inventory, tooling or packaging which is acquired by any Debtor (or any Debtor's successor, assignee or trustee in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, the Lender Group shall have the right but shall in no way be obligated to bring suit, or to take such other action as Agent deems necessary or advisable, in the name of any Debtor, Agent, or otherwise, to enforce or protect any of the Trademark Collateral, in which event each Debtor shall, at the request of Agent, do any and all lawful acts and execute any and all documents required by Agent in aid of such enforcement. To the extent that Agent shall elect not to bring suit to enforce such Trademark Collateral, each Debtor, in the exercise of its reasonable business judgment, agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violation thereof by others and for that purpose agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation.

9. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtors, the Lender Group, and their respective successors and assigns.

10. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement or the Security Agreement, as applicable.

11. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the federal laws of the United States of America and the laws of the State of California.

12. Entire Agreement; Amendment. This Agreement, the Loan Agreement, and the Security Agreement, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the Debtors and Agent. Notwithstanding the foregoing, Agent may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof.

13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

14. Counterparts; Telefacsimile Execution. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

15. Remedies Cumulative. Debtors acknowledge that the rights and remedies of the Lender Group with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the Security Agreement, and the other Loan Documents and all such rights and remedies are cumulative.

16. No Inconsistent Requirements. Debtors acknowledge that this Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtors agree that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

17. Termination. Upon the payment in full of the Secured Obligations, including the cash collateralization, expiration, or cancellation of all Secured Obligations, if any, consisting of letters of credit, and the full and final termination of any commitment to extend any financial accommodations under the Loan Agreement, this Agreement shall terminate, and Agent shall execute and deliver such documents and instruments and take such further action reasonably requested by Debtors, at Debtors' expense, as shall be necessary to evidence termination of the security interest granted by Debtors to Agent hereunder, including cancellation of this Agreement by written notice from Agent to the PTO.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

FARIBAULT WOOLEN MILL COMPANY,
a Minnesota corporation

By: Marshall J. Masler
Name: _____
Title: VP

GLOBALTEX, LLC,
a Maine limited liability company

By: Marshall J. Masler
Name: _____
Title: MANAGER

FARIBO WOOLENS, INC.,
a Minnesota corporation

By: Marshall J. Masler
Name: _____
Title: VP

EBEDROOM.COM, LLC,
a Minnesota limited liability company

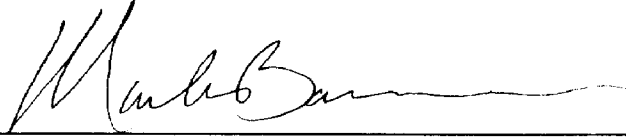
By: Marshall J. Masler
Name: _____
Title: MANAGER

BANK OF AMERICA, N.A.,
as Agent

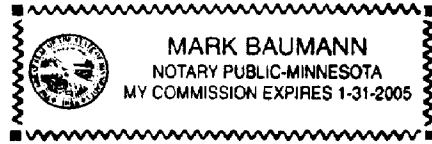
By: _____
Name: _____
Title: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

On January 13, 2000, Marshall T. Masko, as Vice President of Faribault Woolen Mill Company, a Minnesota corporation, appeared before me, a notary public within and for said County and State, and signed the attached Trademark Security Agreement dated as of January 13, 2000.




Mark Baumann, Notary Public

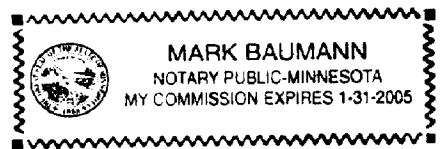


STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

On January 13, 2000, Marshall T. Masko, as Manager of Globaltex, LLC, a Maine limited liability company, appeared before me, a notary public within and for said County and State, and signed the attached Trademark Security Agreement dated as of January 13, 2000.

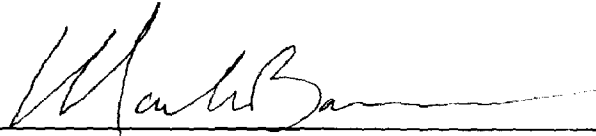


Mark Baumann, Notary Public

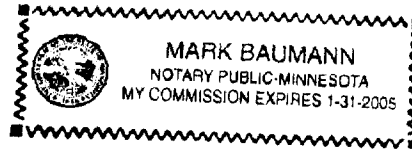


STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

On January 13, 2000, Marshall T. Masko, as Vice President of Faribo Woolens, Inc., a Minnesota corporation, appeared before me, a notary public within and for said County and State, and signed the attached Trademark Security Agreement dated as of January 13, 2000.

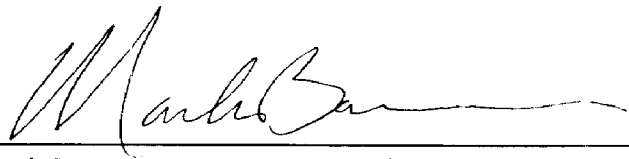


Mark Baumann, Notary Public

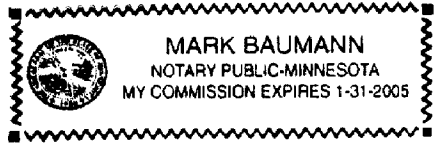


STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

On January 13, 2000, Marshall T. Masko, as Manager of e-Bedroom.com, LLC, a Minnesota limited liability company, appeared before me, a notary public within and for said County and State, and signed the attached Trademark Security Agreement dated as of January 13, 2000.



Mark Baumann, Notary Public



IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

**FARIBAULT WOOLEN MILL
COMPANY,**
a Minnesota corporation

By: _____
Name: _____
Title: _____

GLOBALTEX, LLC,
a Maine limited liability company

By: _____
Name: _____
Title: _____

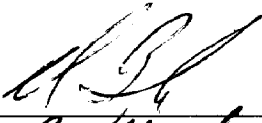
FARIBO WOOLENS, INC.,
a Minnesota corporation

By: _____
Name: _____
Title: _____

EBEDROOM.COM, LLC,
a Minnesota limited liability company

By: _____
Name: _____
Title: _____

BANK OF AMERICA, N.A.,
as Agent

By:  _____
Name: Ricardo Suarez
Title: Sr Vice President