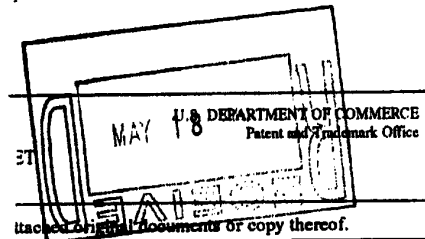


05-19-1998



MRD 5-18-98

To the Honorable Commissioner

100715127

1. Name of conveying party(ies):

Buxton Acquisition Co., L.L.C.  
45 Plainfield Street  
Chicopee, Massachusetts 01013

- Individual(s)
- General Partnership
- Corporation
- Other - Delaware Limited Liability Company
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?

Yes  No

3. Nature of conveyance:

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

Execution Date: April 21, 1998

2. Name and address of receiving party(ies):

Name: First Union Commercial Corporation

Street Address: 123 South Broad & Walnut Street

City: Philadelphia State: Pennsylvania ZIP: 19109

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation - State of North Carolina
- 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) and address(es) attached?  Yes  No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ATTACHED SCHEDULE C

Additional numbers attached?  Yes  No

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

Name: Joan T. Pinaire, Esq.  
Internal Address: McCarter & English, LLP  
4 Gateway Center

Street Address: 100 Mulberry Street

City: Newark State: New Jersey ZIP: 07101

6. Total number of applications and registrations involved: 136

7. Total Fee (37 CFR 3.41): \$ 915.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:  
(Attach duplicate copy of this page if paying by deposit account.)

05/19/1998 JSHWAZZ 00000013 372185

DO NOT USE THIS SPACE

01 F#:481  
02 F#:482

40.00 OP  
875.00 DP

9. Statement and Signature.

To the best of your knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Joan T. Pinaire  
Name of Person Signing

Signature

May 15, 1998  
Date

Total number of pages comprising cover sheet: 13

TRADEMARK  
REEL: 1729 FRAME: 0275

United States Registered Trademarks

<u>U.S. Reg. No.</u>	<u>Mark</u>	<u>Reg. Date</u>
372,185	3 WAY	10/24/39
506,268	CARD-TAINER	2/1/49
535,054	THINFOLD (SCRIPT)	12/19/50
544,695	CONVERTIBLE	7/3/51
578,592	STATESMAN	8/11/53
630,857	SPEC-TAINER	7/17/56
153,132	KEYTAINER	3/14/22
735,840	CONTOUR	8/14/62
782,638	KEY-TAINER	1/5/65
783,046	LADY BUXTON	1/12/65
783,047	LORD BUXTON	1/12/65
783,452	BUXTON	1/19/65
806,179	ORGANIZER	3/29/66
824,477	BUXTON	2/12/67
1,002,797	MUCH CLUTCH	1/28/75
1,172,938	BB-DESIGN	10/31/81
1,193,631	DOPP	4/13/82
1,197,268	DOPP KIT	6/8/82
1,207,918	GAITOR-BAITOR	9/14/82
1,218,386	CAL-Q-SECRETARY	11/30/82
1,224,257	CAL-Q-CLUTCH	1/18/83
1,278,008	CAL-Q & DESIGN	5/15/84
1,290,067	CONTINENTAL SLIMS	8/14/84
1,346,173	CRAFTMARK	7/2/85
1,391,597	BUXTON BANKER	4/29/86
1,613,852	WEXFORD COLLECTION	9/18/90
1,706,775	PIK-ME-UPS	8/11/92
1,748,499	DOPP & EAGLE DESIGN	1/26/93
1,815,915	BUXTON & LION LOGO	1/11/94
1,869,589	STYLE SAC	12/27/94
2,041,036	LIFEBOOK-THE COMPLETE FAMILY ORGANIZER	2/25/97
2,042,972	EASY-TRAK	3/11/97
2,051,293	PIERSON & POST	4/8/97

United States Pending Trademarks

Serial No.

Mark

Filing Date

75/027,279  
75/014,605

CONVERTIBLE  
ENSEMBLE CLUTCH

12/5/95  
11/2/95

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** (the "Agreement") is made as of this 21<sup>st</sup> day of April, 1998, by and between **BUXTON ACQUISITION CO., L.L.C.**, a Delaware limited liability company ("Grantor"), and **FIRST UNION COMMERCIAL CORPORATION**, a North Carolina corporation ("Secured Party").

**RECITALS**

A. Secured Party has agreed to lend to Grantor certain funds (the "Loan"), and Grantor desires to borrow such funds from Secured Party pursuant to the terms of a Commercial Revolving Loan and Security Agreement of even date hereof (the "Loan Agreement", all capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement).

B. In order to induce Secured Party to enter into the Loan Agreement, Grantor has agreed to grant a security interest in certain intangible property to Secured Party for purposes of securing the obligations of Grantor to Secured Party.

**NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

1. **Grant of Security Interest.** As collateral security for the prompt and complete payment and performance of all of Grantor's present or future indebtedness, obligations and liabilities to Secured Party, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following (all of which shall collectively be called the "Collateral"):

a. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on **EXHIBIT A** attached hereto (collectively, the "Copyrights");

b. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

c. Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

d. All patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on **EXHIBIT B** attached hereto (collectively, the "Patents");

e. Any trademark and serviceman rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on EXHIBIT C attached hereto (collectively, the "Trademarks");

f. Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

g. All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights; and

h. All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

i. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this security agreement.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

a. Grantor is now the sole owner of the Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business;

b. Performance of this Agreement does not conflict with or result in a breach of any agreement to which Grantor is party or by which Grantor is bound, except to the extent that certain intellectual property agreements prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent and this Agreement constitutes an assignment;

c. During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this Agreement;

d. To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

e. Grantor shall deliver to Secured Party within (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any applications or registrations that Grantor has made or filed in respect of any patents,

copyrights or trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Secured Party of any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;

f. Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights (ii) use its best efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which shall not be unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonment is appropriate;

g. Grantor shall register or cause to be registered (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this Agreement. Grantor shall register or cause to be registered with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product prior to the sale or licensing of such product to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C). Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral;

h. This Agreement creates, and in the case of after acquired Collateral, this Agreement will create at the time Grantor first has rights in such after acquired Collateral, in favor of Secured Party a valid and perfected first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement upon making the filings referred to in clause (i) below;

i. To its knowledge, except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights necessary to perfect the security interests created hereunder, and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Grantor in the U.S. or (ii) for the perfection in the United States or the exercise by Secured Party of its rights and remedies hereunder;

j. All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Grantor with respect to the Collateral is accurate and complete in all material respects;

k. Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts if Grantor is required, in its commercially reasonable judgment, to accept such provisions; and

i. Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Secured Party in writing of any event that materially adversely affects the value of any Collateral, the ability of Grantor to dispose of any Collateral or the rights and remedies of Secured Party in relation thereto, including the levy of any legal process against any of the Collateral.

4. **Secured Party's Rights.** Secured Party shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Secured Party for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section.

5. **Inspection Rights.** Grantor hereby grants to Secured Party and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested.

6. **Further Assurances, Attorney in Fact.**

a. On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

b. Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or

signature to such modification by amending Exhibit A, Exhibit B and Exhibit C, thereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law and (iii) after the occurrence of an Event of Default, to transfer the Collateral into the name of Bank or a third party to the extent permitted under the North Carolina Uniform Commercial Code.

7. **Events of Default.** The occurrence of any of the following shall constitute an Event of Default under the Agreement:

- a. An Event of Default occurs under the Loan Agreement; or
- b. Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within five (5) days of the occurrence of such breach.

8. **Remedies.** Upon the occurrence and continuance of an Event of Default, Secured Party shall have the right to exercise all the remedies of a secured party under the North Carolina Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Collateral and any tangible property in which Secured Party has a security interest and to make it available to Secured Party at a place designated by Secured Party. Secured Party shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Secured Party to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorneys' fees) incurred by Secured Party in connection with the exercise of any of Secured Party's rights hereunder, including without limitation any expense incurred in disposing of the Collateral. All of Secured Party's rights and remedies with respect to the Collateral shall be cumulative.

9. **Indemnity.** Grantor agrees to defend, indemnify and hold harmless Secured Party and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Secured Party as a result of or in any way arising out of, following or consequential to transactions between Secured Party and Grantor, whether under this Agreement or otherwise (including without limitation reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of Secured Party's gross negligence or willful misconduct.

10. **Course of Dealing.** No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

11. **Attorneys' Fees.** If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.



12. **Amendments.** This Agreement may be amended only by a written instrument signed by both parties hereto.

13. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

14. **North Carolina Law and Jurisdiction, Jury Waiver.** This Agreement shall be governed by the laws of the State of North Carolina, without regard for choice of law provisions. Grantor and Secured Party consent to the exclusive jurisdiction of any state or federal court located in North Carolina. GRANTOR AND SECURED PARTY EACH WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THE LOAN AGREEMENT, THIS AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year first above written.

**GRANTOR:**

**BUXTON ACQUISITION CO., L.L.C.**

Address of Grantor:

45 Plainfield Street

Chicopee, Massachusetts 01013

Attn: \_\_\_\_\_

By: *Frank Attalio*

Title: Treasurer + CFO

**SECURED PARTY:**

**FIRST UNION COMMERCIAL  
CORPORATION**

Address of Secured Party:

123 South Broad & Walnut

Philadelphia, Pennsylvania 19109

Attn: Darryl Q. Kuriger

By: *D. Kuriger*

Title: Assistant Vice President

**EXHIBIT A**

**TRADEMARK**  
**REEL: 1729 FRAME: 0285**

U.S. Copyright Registration - DHP Limited Partnership d/b/a  
Buxton Co., a Delaware Limited Partnership.

Title of Copywritten work: Lifebook - The Complete Family  
Organizer

Certificate of Registration: Form TX (Registration number  
TX3-808-590).

Effective date of registration: April 2, 1997

The rights of DHP Limited Partnership to the copyright were  
obtained pursuant to and assignment of all right of the author,  
Edward Stratton Dewey, dated March 11, 1997 which has been  
recorded at the Library of Congress, United States Copyright  
Office at Volume 3355, Page 177. The effective date of the  
recordation of the assignment is April 2, 1997.

FABUXTONASSIGN.C

TRADEMARK  
REEL: 1729 FRAME: 0286



**EXHIBIT B**

TRADEMARK  
REEL: 1729 FRAME: 0287

U.S. ISSUED PATENTS -

DHP LIMITED PARTNERSHIP  
d/b/a BUXTON COMPANY

INVENTION	PATENT NO.	ISSUE DATE
"KEY LOOP"	4,277,963	July 14, 1981
"RETAIL SALES DISPLAY STAND"	D290,202	June 9, 1987
"EXPANDABLE CARRYING CASE"	4,312,431	January 26, 1982

TRADEMARK  
REEL: 1729 FRAME: 0288

**U.S PENDING PATENT APPLICATIONS - DHP LIMITED PARTNERSHIP  
d/b/a BUXTON COMPANY**

<b>INVENTION</b>	<b>SERIAL NO.</b>	<b>FILING DATE</b>
<b>"LABEL FOR WALLETS AND PURSES"</b>	<b>08/996614</b>	<b>DEC. 23, 1997</b>
<b>"SHOULDER PURSE"</b>	<b>08/031949</b>	<b>DEC. 09, 1994</b>

**TRADEMARK  
REEL: 1729 FRAME: 0289**



**EXHIBIT C**

**RECORDED: 05/18/1998**

**TRADEMARK  
REEL: 1729 FRAME: 0290**