



12-08-2000

U.S. Patent & TMO/TM Mail Rcpt Dt. #39

12-28-2000



101563864

12/8/00

RECORDATION FORM COVER TRADEMARKS ONLY

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

Submission Type

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

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger
 - Change of Name
 - Other
- Effective Date
Month Day Year
11 15 00

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
11 15 00

Name **Simplicity Pattern Co.**

Formerly

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

Receiving Party

Mark if additional names of receiving parties attached

Name **SunTrust Bank**

DBA/AKA/TA

Composed of

Address (line 1) **303 Peachtree Street**

Address (line 2) **Third Floor**

Address (line 3) **Atlanta** **Georgia** **30308**
City State/Country Zip Code

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

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

101563864

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

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

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

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

Mark if additional numbers attached

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

Trademark Application Number(s)

<input type="text" value="75/851531"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

<input type="text" value="2,065,951"/>	<input type="text" value="1,664,976"/>	<input type="text" value="1,819,900"/>
<input type="text" value="2,106,457"/>	<input type="text" value="805,145"/>	<input type="text" value="684,574"/>
<input type="text" value="1,135,740"/>	<input type="text" value="1,553,693"/>	<input type="text" value="508,255"/>

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

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

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Ellen Morrissey Hughes
Name of Person Signing


Signature

12-01-00
Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

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

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

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

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

Mark if additional numbers attached

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

Trademark Application Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

1,482,464	1,889,877	1,839,380
1,844,474	1,642,911	1,213,895
1,426,278	1,466,326	2,188,571
514,739	816,384	1,686,390
2,282,887	1,914,892	1,784,085
2,282,886	891,787	1,135,739
2,280,074	1,899,797	<input type="text"/>

**AMENDED AND RESTATED
COLLATERAL ASSIGNMENT AND
SECURITY AGREEMENT (TRADEMARKS)**

THIS AMENDED AND RESTATED COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (TRADEMARKS) (this "Agreement"), dated as of November 17, 2000, executed by SIMPLICITY PATTERN CO., a Delaware corporation (the "Grantor"), in favor of SUNTRUST BANK, a Georgia banking corporation ("SunTrust"), as Agent (the "Agent"), on its behalf and on behalf of the lenders ("Lenders") from time to time party to the Credit Agreement (as defined below). Terms used herein but not defined herein shall have the meaning defined for those terms in the Credit Agreement (as defined below).

WITNESSETH:

WHEREAS, Conso International Corporation, as successor in interest to CIC Acquisition Sub, Inc. (the "Borrower"), the Lenders, the Agent, the Security Agent, the Swingline Lender, the Issuing Bank, the Syndication Agent and the Documentation Agent entered into that certain Revolving Credit and Term Loan Agreement, dated as of March 6, 2000, (as amended by that certain First Amendment to Revolving Credit and Term Loan Agreement, dated as of May 19, 2000, the "Original Credit Agreement");

WHEREAS, Grantor entered into that certain Collateral Assignment and Security Agreement (Trademarks), dated as of March 6, 2000, ("Original Collateral Assignment"), which was subsequently filed and recorded in the United States Patent and Trademark Office on March 17, 2000, Reel 002005, Frame 0001, pursuant to which the Grantor collaterally assigned its Patents to the Agent, for its benefit and the benefit of the Lenders;

WHEREAS, the Borrower, the Lenders, the Agent, the Security Agent, the Swingline Lender, the Issuing Bank, the Syndication Agent and the Documentation Agent are amending and restating the Original Credit Agreement pursuant to that certain Amended and Restated Revolving Credit and Term Loan Agreement, dated as of the date hereof, by and among the Borrower, the Lenders, the Agent, the Security Agent, the Swingline Lender, the Issuing Bank, the Syndication Agent and the Documentation Agent (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, it is a condition precedent to the Credit Agreement that the Grantor and the Agent enter into this Agreement to amend and restate the Original Collateral Assignment, and Grantor desires to fulfill said requirement;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

“Trademark License” means any written agreement now or hereafter in existence granting to the Grantor any right to use any Trademark, including, without limitation, the agreements listed on Schedule I attached hereto.

“Trademarks” means all of the following: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof (except in any jurisdiction in which the grant of a security interest in trademarks is prohibited and except for any intent to use applications unless or until a statement of use or amendment to assert use has been filed with the United States Patent and Trademark Office), including, without limitation, those U.S. registrations and applications for registration listed on Schedule I attached hereto, together with all the rights, benefits and privileges derived therefrom and the goodwill of the business symbolized thereby, (ii) all renewals thereof and (iii) all proceeds of the foregoing.

2. As security for all of the Obligations, the Grantor hereby grants and conveys a security interest to the Agent, for its benefit and the ratable benefit of the Lenders, in, and collaterally assigns, pledges, mortgages and hypothecates to the Agent, for its benefit and the ratable benefit of the Lenders, all of its right, title and interest in, to and under the following (collectively, the “Property”):

(a) each Trademark now or hereafter owned by the Grantor or except the Grantor now has or hereafter acquires rights and wherever located (except any jurisdiction in which the grant of a security interest in trademarks is prohibited) and the goodwill of the business of the Grantor relating thereto or represented thereby, including, without limitation, each U.S. registration and application for registration of a Trademark referred to in Schedule I hereto; and

(b) each Trademark License now or hereafter held by the Grantor or in which the Grantor now has or hereafter acquires rights, to the extent each of the Trademark Licenses does not prohibit assignment or the granting of a security interest in the rights thereunder, and wherever located, including, without limitation, the Trademark Licenses, if any, referred to in Schedule I hereto; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any Trademark or breach of Trademark Licenses, if any, including, without limitation, any Trademark or Trademark License referred to in Schedule I hereto.

Notwithstanding the foregoing or anything else contained in this Agreement to the contrary, the assignment set forth above shall not be effective as a transfer of title to the Property unless and until the Agent exercises the rights and remedies accorded to it under the Security Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Property, and until such time the Grantor shall own, and may use and enjoy the Property in connection with its business operations, and exercise all incidents of ownership, including, without limitation, enforcement of its rights and remedies with respect to the Property, but with respect to all Property being used in the Grantor's business, only in a manner consistent with the preservation of the current substance, validity, registration and the security interest and collateral assignment herein granted in such Property, provided, however, that the foregoing shall not impose an obligation on Grantor to continue to use any of the Property in the Grantor's business to the extent that such Property is not necessary in the normal conduct of its business.

3. The Grantor does hereby further acknowledge and affirm that the representations, warranties and covenants of the Grantor with respect to the Property and the rights and remedies of the Agent with respect to the security interest in and collateral assignment of the Property made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. This Agreement shall terminate upon termination of the Security Agreement in accordance with Section 14 thereof. At any time and from time to time prior to such termination, the Agent may terminate its security interest in or reconvey to the Grantor any rights with respect to any or all of the Property. Upon termination of this Agreement and following a request from the Grantor, the Agent shall, at the expense of the Grantor, execute and deliver to the Grantor all deeds, assignments and other instruments as the Grantor may reasonably request (but without recourse or warranty by the Agent) in order to evidence such termination.

5. If at any time before the termination of this Agreement in accordance with Section 4, the Grantor shall obtain or acquire rights to any new Trademark or Trademark

License, the provisions of Section 2 shall automatically apply thereto and the Grantor shall comply with the terms of the Security Agreement with respect to such new Trademark or Trademark License. The Grantor authorizes the Agent to modify this Agreement by amending Schedule I to include any future Trademarks and Trademark Licenses covered by Section 2 or by this Section 5.

6. The Grantor further agrees that (a) neither the Agent nor any Lender shall have any obligation or responsibility to protect or defend the Property and the Grantor shall at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Security Agreement, (b) the Grantor shall forthwith advise the Agent promptly in writing upon detection of infringements of any of the Property being used in the Grantor's business and (c) if the Grantor fails to comply with the requirements of the preceding clause (a), the Agent or any Lender may do so in the Grantor's name or in its own name, but in any case at the Grantor's expense, and the Grantor hereby agrees to reimburse the Agent and the Lenders for all reasonable expenses, including attorneys' fees, incurred by the Agent and the Lenders in protecting, defending and maintaining the Property.

7. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK.

[Signatures on following page]

SUNTRUST BANK,
as Agent

By: Bradley J. Staples
Name: Bradley J. Staples
Title: Director

Susan Lake
Witness

Teresa Lade
Witness

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 1 day of November, 2000 before me personally came Bradley J. Staples, to me personally known and known to me to be the person described in and who executed the foregoing instrument as the Director of SunTrust Bank, who being by me duly sworn, did depose and say that he is the Director of SunTrust Bank, the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

Rose Bellantuono
Notary Public

My Commission Expires: 10/24/00

[NOTARIAL SEAL]

ROSE BELLANTUONO
Notary Public, State of New York
No. 01BE5034998
Qualified in Richmond County
Commission Expires Oct. 24, 2000

[Signature Page to Collateral Assignment of Trademarks]

Schedule I
to Collateral Assignment
and Security Agreement (Trademarks)

SIMPLICITY PATTERN CO., INC.

PENDING AND REGISTERED U.S. TRADEMARKS

MARK	NUMBER
CAMP SIMPLICITY	2,065,951
DESIGN YOUR OWN	2,106,457
FUSS-FREE FIT	1,135,740
IT'S SO EASY IT'S SIMPLICITY	1,664,976
JIFFY	805,145
NEW LOOK	1,553,693
PUMPKIN PUSS	1,819,900
QUICK MEASURE	684,574
SIMPLICITY (pattern periodical books/magazine)	508,255
SIMPLICITY (craft kits)	1,482,464
SIMPLICITY (ironing boards covers and pads)	1,844,474
SIMPLICITY (sewing machine notions)	1,426,278
SIMPLICITY (patterns)	514,739
SIMPLICITY (poly-fiberfill)	2,282,887
SIMPLICITY (pillow forms)	2,282,886
SIMPLICITY (toy sewing machines)	2,280,074
SIMPLICITY DÉCOR	1,889,877
SIMPLICITY DOLL HOUSE	1,642,911
SIMPLICITY HOUSE (& design)	1,466,326
SIMPLICITY PERSONAL FIT	816,384
SIMPLY THE BEST	1,914,892
STYLE	891,787
STYLE AT HOME	1,899,797
STYLE MADE EASY	1,839,380
SUPER SIMPLE	1,213,895
THE PANEL PLACE	2,188,571
THE 2 HOUR EXPRESS (& design)	1,686,390
YES I CAN	1,784,085
YES I CAN ! (& design)	1,135,739
NEXT	75/851531

PENDING AND REGISTERED FOREIGN TRADEMARKS

COUNTRY	MARK	NUMBER
Argentina	IT'S SO EASY IT'S SIMPLICITY	1,592,528
	KNITTING & CROCHET WITH STYLE FROM SIMPLICITY	1,501,565
	SIMPLICITY	1,485,208
Aruba	SIMPLICITY	13,453
Australia	IT'S SO EASY IT'S SIMPLICITY	A568418
	JIFFY	A43,856
	SIMPLICITY	A103004
	SIMPLICITY	A473663
	SIMPLICITY KIDS	Appl. No. 71,618
	STYLE	B440202
Bahamas	SIMPLICITY	11,221
Benelux	NEW LOOK	507,043
	SIMPLICITY	71,916
Brazil	NEW LOOK	816872570
	SIMPLICITY	816872589

COUNTRY	MARK	NUMBER
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Canada	IT'S SO EASY IT'S SIMPLICITY	TMA409,516
	JIFFY	TMA337,196
	KNITTING WITH STYLE	TMA336,240
	NEW LOOK (& design)	TMA457,461
	SIMPLICITY	TMDA047,555
	SIMPLICITY	TMA365,397
	SIMPLICITY	TMA338,296
	SIMPLICITY	TMDA047,556
	SIMPLICITY	UCA017,780
	SIMPLICITY KIDS	Appl No. 082316500 TMA pending
Chile	IT'S SO EASY IT'S SIMPLICITY	399.054
	SIMPLICITY	399.053
China (People's Republic)	SIMPLICITY	Application No. 94042730
	SIMPLICITY (In Chinese characters)	863534
Dominican Rep.	SIMPLICITY	37,562
	SIMPLICITY	37,590

COUNTRY	MARK	NUMBER
EC (Belgium, Holland, Denmark, France, Germany, Greece, Ireland, Italy, Spain, U.K.)	NEW LOOK	Appl. No. 707,125
	SIMPLICITY KIDS	Appl. No. 361,329
	SIMPLICITY FASHION TRIMS	Appl. No. 1,344,738
	SIMPLICITY	Appl. No. 1,092,691
	ELEGANCE	Appl. No. 983,205
France	ELEGANCE	Appl. No. 96/651,740
	NEW LOOK	Appl. No. 97/699,607
	SIMPLICITY	1,488,737
	SIMPLICITY	93/484,969
	SIMPLICITY	93/468,486
	STYLE PATTERNS	1,464,093
Germany	SIMPLICITY	858,928
	SIMPLICITY	662,756
Hong Kong	SIMPLICITY	Application No. 4125/1994
Hungary	SIMPLICITY	144,512
Indonesia	SIMPLICITY	337,730
	STYLE	325,886
Ireland	SIMPLICITY	70,023
Italy	SIMPLICITY	546,459
	SIMPLICITY	661,285

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Jamaica	SIMPLICITY	B20,469
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COUNTRY	MARK	NUMBER
Japan	SIMPLICITY (In Katakana)	1,966,569
	SIMPLICITY	3,163,965
Malawi	SIMPLICITY	973/59
Malaysia	SIMPLICITY	Application No. 4285/94
Mexico	SIMPLICITY	511,384
Neth. Antilles	SIMPLICITY	13246
New Zealand	IT'S SO EASY IT'S SIMPLICITY	214,735
	SIMPLICITY	56672
	SIMPLICITY JIFFY	80092
	SIMPLICITY KIDS	267146
	STYLE	163659
Norway	SIMPLICITY	69398
Paraguay	IT'S SO EASY IT'S SIMPLICITY	180,234
	SIMPLICITY	175,468
Peru	SIMPLICITY	098,921
Philippines	SIMPLICITY	62,553
Puerto Rico	SIMPLICITY	7,588
	STYLE	27,470
Russia	SIMPLICITY	13,707
Singapore	SIMPLICITY	37,425

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Rep. So. Africa	IT'S SO EASY IT'S SIMPLICITY	B91/10083
	SIMPLICITY	732/57
	SIMPLICITY KIDS	Appl. No. 13395/96
	NEW LOOK	87/9556
	STYLE	B66/5158
Spain	SIMPLICITY	1,788,189 M
Sweden	SIMPLICITY	115.603

COUNTRY	MARK	NUMBER
Taiwan (R.O.C.)	SIMPLICITY	686308
Trin. & Tobago	SIMPLICITY	14644
United Kingdom	MAUDELLA NEW LOOK	1,017,244
	IT'S SO EASY IT'S SIMPLICITY	B1,483,359
	SIMPLICITY	676,635
	SIMPLICITY JIFFY	888,049
	STYLE	1,033,489
	STYLE	B 900,125
Virgin Islands	SIMPLICITY	508,225
Zambia	SIMPLICITY	973/59

TRADEMARK LICENSES

License Agreement dated December 3, 1998 between Hasbro Canada Inc. and Simplicity Pattern Company regarding MR. POTATO HEAD and MRS. POTATO HEAD.

License Agreement dated January 4, 1991 between Mars Incorporated and Simplicity Pattern Co., Inc. regarding Mars Brand Milky Way Bar Package, 3 Musketeers Bar Package, Snickers Bar Package, M&M's Chocolate Candies Package, Big on Chocolate, "M", "M" Character.

License Agreement dated June 1, 1995 between Marvel Entertainment Group, Inc. and Simplicity Pattern Company regarding various characters featured in the Spider Man New Animation Television series and all characters as featured in Saban X-Men Animation Television Series.

License Agreement dated March 14, 1995 between Surge Entertainment, Inc. and Simplicity Pattern Co., Inc. regarding the character(s) Street Sharks.

Retail License Agreement dated March 19, 1997 between Warner Bros. and Simplicity Pattern Co. regarding the names and static visual likeness of various characters depicted in the motion picture The Wizard of Oz.

Retail License (Canada) dated July 25, 1997 between Warner Bros. and Simplicity Pattern Co. regarding certain elements depicted in the theatrical motion picture The Wizard of Oz.

License Agreement dated December 9, 1992 between Rommy Hunt Revson and Simplicity Pattern Co., Inc. regarding U.S. Design Patent Nos. 292030, 315226 and pending patent application numbers 906,797, 909645, 935029 and U.S. Trademark application 292409 for the mark FANFARE , U.S. Trademark application 310830 for the mark ROMMY and any copyrights covering same.

License Agreement dated February 15, 1978 between Jessica/Gunne Sax Ltd. and Simplicity Pattern Co., Inc. regarding trademarks and trade names GUNNE SAX, GUNNIES and JESSICA MCCLINTOCK.

Letter Agreement dated October 13, 1993 between Ford Models, Inc. and Simplicity Pattern Co., Inc. regarding trademarks MARY DUFFY FOR BIG BEAUTIES, BIG BEAUTIES BY MARY DUFFY and THE MARY DUFFY COLLECTION.

Letter Agreement dated November 12, 1991 between Andrea Schewe and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Andrea Schewe.

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Letter Agreement dated December 14, 1995 between Leslie Beck and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Leslie Beck.

Letter Agreement dated December 30, 1991 between Luella Doss and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Luella Doss.

Letter Agreement dated August 28, 1995 between Darrow Production Company and Simplicity Pattern Co., Inc. regarding originally designed patterns and trademark Darrow Production.

Letter Agreement dated June 1, 1994 between Of My Hands and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademarks Kathleen Brown and Of My Hands.

Letter Agreement (not dated) between Oliver-Goodin Co. and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Oliver-Goodin.

Letter Agreement dated January 17, 1995 between Patricia L. Brown and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Patricia L. Brown.

Letter Agreement dated January 6, 1992 between Patticake Pals and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Patticake Pals.

Letter Agreement dated August 31, 1994 between Prairie Pastimes and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Prairie Pastimes.

Letter Agreement dated May 1, 1995 between Prairie Sun Enterprises, Inc. and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Prairie Sun.

Letter Agreement dated May 20, 1994 between Rare Editions and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Rare Editions.

Letter Agreement dated May 15, 1997 between Reiss Design, Inc. and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademarks Carla Reiss and Reiss Design.

Letter Agreement dated August 4, 1997 between Ruth Cunningham and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Ruth Cunningham.

Letter Agreement dated September 13, 1996 between Sharin'-a-little-bit and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademarks Sharon Sharp and Sharin'-a-little-bit.

Letter Agreement dated January 11, 1985 (as amended) between Shirley Botsford Design Associates and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Shirley Botsford.

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Letter Agreement dated June 13, 1995 between Sunrise Designs and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademarks Jana Davis and Sunrise Designs.

Letter Agreement dated January 15, 1996 between Poppyfield Dreams and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Poppyfield Dreams.

Letter Agreement dated April 21, 1997 between Teazer and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademarks Suzanne Thees and Teazer.

Letter Agreement dated September 21, 1992 between K.P. Kids & Co. and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademarks Kari Pearson and K.P. Kids & Co.

Letter Agreement dated April 26, 1994 between Ilene Hochberg and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Ilene Hochberg.

Letter Agreement dated October 26, 1992 between Ginger Kean Berk and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Ginger Kean Berk.

Letter Agreement dated March 15, 1990 between Faith E. Van Zanten and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Faith Van Zanten.

Letter Agreement dated January 31, 1992 between Donna Lang and Simplicity Pattern Co., Inc. regarding patterns from original designs and the trademark Donna Lang.

Letter Agreement dated February 2, 1998 between Cindy Chock and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Cindy Chock.

Letter Agreement dated December 27, 1993 between Christi Originals and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademarks Christina Adams and Christi Originals.

Letter Agreement dated November 15, 1996 between Button Weeds and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademarks Kris Kerrigan and Button Weeds.

Letter Agreement dated February 24, 1992 between The Cotton Way Collection and Simplicity Pattern Co., Inc. regarding patterns from original designs and the trademarks Bonnie Olaveson and The Cotton Way Collection.

Letter Agreement dated April 21, 1995 between Dream Babies 'N Stitches and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademarks Patricia Biven and Dream Babies 'N Stitches.

Letter Agreement dated January 6, 1997 between Dianna Marcum Designs and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Dianna Marcum.

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Letter Agreement dated October 20, 1994 between TIMBUKTU, Inc. and Simplicity Pattern Co., Inc. regarding patterns from original designs and the trademarks Chandra Verrett and Imani.

Letter Agreement dated February 1, 1996 between Teri Miliano and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Teri Miliano.

Letter Agreement dated January 22, 1997 between The Quilted Closet and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademarks Elaine Waldschmitt and The Quilted Closet.

Letter Agreement dated July 31, 1995 between Angie Wilhite and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Angie Wilhite.

Letter Agreement dated December 4, 1997 between Bennington Designs and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Bennington Designs.

Letter Agreement dated November 14, 1995 between Cindy Bush Cambier and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Cindy Bush Cambier.

Letter Agreement dated April 14, 1992 between Elaine Heigl and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademarks Elaine Heigl and Family Albums by Elaine Heigl.

Agreement dated October 1, 1996 between Girls Scouts of the United States of America (GSUSA) and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademarks Daisy Girl Scout, Brownie Girl Scout, Girl Scouts and designs associated therewith.

Letter Agreement dated November 25, 1996 between Jann Johnson and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Jann Johnson.

Letter Agreement dated August 28, 1997 between kenna & donna designs and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark kenna & donna designs.

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