

05-24-2001



101729977

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

5-24-01

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

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

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership Corporation Association
 - Other
- 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.)

Citizenship/State of Incorporation/Organization

05/24/2001 BTOW11 00000241 737159

FOR OFFICE USE ONLY

01 FD:481
02 FD:482

40.00 OP
4500.00 OP

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

TRADEMARK

REEL: 002294 FRAME: 0001

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)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="737159"/>	<input type="text" value="1780240"/>	<input type="text" value="1309172"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1042379"/>	<input type="text" value="74 491151"/>	<input type="text" value="75 164793"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2153668"/>	<input type="text" value="1238425"/>	<input type="text" value="1915144"/>

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.

Jehan Gammal

Name of Person Signing

Signature

5-23-2001

Date Signed

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CONTINUATION
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 Corporation Association
 Other

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2149350	1646917	75 139931
2042715	1598589	1671864
737159	2074081	1715993
74 552153	1768748	1951874
1346061	1092878	1586718
1727807	74 693158	2016359
1739110	1739982	1653775

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Trademark Application Number(s)

Registration Number(s)

74 537303

1651568

1344746

1648908

75 212199

74656927

75 092656

1364554

75 632369

675099

2266243

1661693

75 212193

1984149

2259730

1417548

1351620

1968795

2017685

1256165

2379842

**RECORDATION FORM COVER SHEET
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FORM PTO-1618C
Expires 08/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
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1110590	1981155	2175417
647851	1722135	673532
75178507	1227639	652763
1713550	2004886	1367182
1981154	1236264	74647649
1981157	74553680	74467997
1981156	74543668	1797124

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74467996	1490323	75399545
1829835	1648234	75500213
1687829	75568509	75569559
74678442	75433692	75399544
75813955	2047096	906747
1090393	687832	1888522
75034301	75431953	75505827

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1172411	1244652	75595169
74626875	1297813	2143199
662594	1395775	1245444
667751	1394917	1115696
1342621	75325012	1256165
1368963	2039469	1244533
1655619	648613	1014920

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1315848	74637230	1738391
1961171	1490328	754640
75557468	1526867	2067704
1687948	2213366	2277362
1675956	1982437	74733928
1739109	74671358	1686358
1078484	1686537	1459363

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1652482	1456634	1521936
2067420	1346425	2336425
1817473	74654510	1422036
1832807	1439319	841956
1973412	2047998	734938
1846211	1958358	1984090
989629	1685271	75193368

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1734992	1849413	74546428
1820691	1987047	1646131
75425559	1351620	74671004
75269238	1425832	2031074
74705252	1645354	75157924
1987760	1652481	1493732
1980263	2160304	1965530

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2132124	<input type="text"/>	<input type="text"/>
1249800	<input type="text"/>	<input type="text"/>
1646916	<input type="text"/>	<input type="text"/>
75399546	<input type="text"/>	<input type="text"/>
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") is made and entered into as of March 30, 2001 by IMPERIAL HOME DECOR GROUP MANAGEMENT, INC., a Delaware corporation ("Grantor"), in favor of BANK OF AMERICA, N.A., as agent ("Agent") for the Lenders described below.

WITNESSETH:

WHEREAS, pursuant to that Credit Agreement dated as of the date hereof by and among Imperial Home Decor Group, Inc., a Delaware corporation ("IHDG-U.S."), Vernon Plastics, Inc., a Delaware corporation ("Vernon"), and The Imperial Home Decor Group (UK) Limited, a corporation organized under the laws of England and Wales ("IHDG-U.K." and, together with IHDG-U.S. and Vernon collectively the "Borrowers" and individually a "Borrower"), Agent and the Persons signatory thereto from time to time as Lenders (as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement") Lenders have agreed to make Revolving Loans to, and issue Letters of Credit for the benefit of Borrowers. When capitalized and used herein, terms defined in the Credit Agreement and not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement;

WHEREAS, Grantor is an affiliate of the Borrowers and will derive direct and indirect economic benefits from the making of the Revolving Loans and other financial accommodations provided to Borrowers pursuant to the Credit Agreement;

WHEREAS, Grantor has executed a Guaranty as of the date hereof (the "Guaranty") pursuant to which Grantor has agreed to guaranty all the Obligations of the Borrowers under the Credit Agreement; and

WHEREAS, the Lenders have required, as a condition to the extension of credit under the Credit Agreement, that Grantor grant to the Agent, for the benefit of the Lenders, a security interest in and to the Collateral (as defined herein) to secure Grantors obligations under the Guaranty.

AGREEMENT

NOW THEREFORE, in consideration of the premises and in order to induce the Lenders to extend credit under the Credit Agreement, Grantor hereby agrees with the Agent for its benefit and the ratable benefit of the Lenders as follows:

1. Creation of Security Interest. Grantor hereby grants to the Agent a security interest in all of Grantor's right, title and interest in and to the collateral described in Section 2 herein (the "Collateral") and the goodwill of the business embodied by the Collateral in order to secure the payment and performance of all Obligations. Nothing herein shall be deemed to be a grant of a security interest in or assignment of a license for Proprietary Rights, if such grant or assignment violates the terms of, or results in a right of termination with such license.

2. Collateral. The Collateral is:

(a) all of Grantor's trademarks, trademark registrations, tradenames and trademark applications, which, in each case, are now or hereafter filed with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or any similar office or agency of any other countries or used in the United States, any state, territory or possession thereof or any other country, including, without limitation, the trademarks, tradenames, trademark registrations and trademark applications listed on Schedule A attached hereto and made a part hereof, and (i) renewals thereof, (ii) trademarks listed on Schedule B, (iii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and trademark applications, together with the items described in clauses (i)-(iv) in this subparagraph (a), are sometimes hereinafter referred to, either individually or collectively, as the "Trademarks");

(b) the goodwill of Grantor's business connected with and symbolized by the Trademarks; and

(c) any and all rights now owned or hereafter acquired by Grantor under any written agreement granting any right to use any other Person's registered and unregistered trademarks (the "Trademark Licenses"), including those listed on Schedule C attached hereto.

3. Restrictions on Future Agreements. Until the Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated, Grantor will not without the Agent's prior written consent, (a) enter into any agreement, including, without limitation, any license agreement that is inconsistent with Grantor's obligations under this Agreement, any other Loan Document to which Grantor is a party, or the Credit Agreement, (b) take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action (including, without limitation, the abandonment of any Trademark), that would affect the validity or enforceability of the rights granted to the Agent under this Agreement, or (c) enter into any agreement, including, without limitation, any license agreement that may restrict or inhibit the Agent's rights to sell or otherwise dispose of the Collateral or any part thereof after the occurrence of an Event of Default.

4. New Trademarks. Grantor represents and warrants that the Trademarks listed on Schedule A constitute all of the Trademarks, which are as of the Closing Date owned by or are pending on behalf of Grantor in the United States or any state of the United States (as set forth on Schedule A) and that, except as set forth on Schedule B hereto, Grantor is not aware of any such Trademarks which are not registered or applied for in the United States or any state thereof. If, before the Obligations shall have been satisfied in full, Grantor shall (a) (i) obtain any registration or apply for or cause to be filed or have filed on its behalf any application for

Trademark registration after the date hereof in the United States Patent and Trademark Office or in any similar office or agency of a state, territory or possession of the United States or (ii) obtain rights to any trademarks or tradenames used in the United States or any state, territory or possession thereof, or (b) (i) become entitled to the benefit of any trademark application, trademark, tradename or trademark registration in the United States or any state, territory or possession thereof or (ii) become entitled to the benefit of any trademark or tradenames used in the United States or any state, territory or possession thereof, the provisions of Section 1 shall automatically apply thereto and Grantor shall give to the Agent prompt written notice thereof. Grantor hereby authorizes the Agent to modify this Agreement by amending Schedule A to include any future Trademark License and Trademarks, as applicable, under Section 2 or under this Section 4.

5. Additional Representations and Warranties. Grantor hereby represents, warrants, covenants and agrees that:

(a) Except as otherwise provided herein or in the Credit Agreement, it is and will continue to be the owner of all its right, title and interest in the Collateral so long as the Trademarks shall continue in force, free from any Lien in favor of any Person.

(b) It has the full right and power to grant the security interest in the Collateral made hereby.

(c) Except as permitted under the Credit Agreement, it has made no previous assignment, transfer or agreements in conflict herewith or constituting a present or future assignment, transfer, or encumbrance on any of the Collateral except, but without in any way limiting the provisions of subsection 5(b) above, for license agreements to use such Collateral granted to licensees, consents and other agreements in the ordinary course of business which limit the right of Borrowers or its licensees to use the Trademarks or sue for infringement.

(d) Except as permitted under the Credit Agreement, so long as any Obligations remain outstanding under the Credit Agreement or the Credit Agreement has not terminated, it will not execute, and there will not be on file in any public office, any financing statement or other document or instruments evidencing or giving notice of liens affecting the Collateral.

(e) To the best of Grantor's knowledge, no material infringement or unauthorized use presently is being made of any of the Trademarks which would adversely affect the fair market value of the Collateral or the benefits of this Agreement granted to the Agent, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of the Agent hereunder and Grantor will continue to maintain monitoring and enforcement practices which fully and adequately protect the Collateral. Grantor has advised the Agent of its trademark monitoring and enforcement practices, and will not materially modify such practices without the prior written consent of the Agent.

6. Royalties; Terms. Grantor hereby agrees that the permitted use by the Agent of all Trademarks shall be to the extent of use permitted by Grantor without any liability

for royalties or other related charges from the Agent to Grantor. The term of the security interest granted herein shall extend until the earlier of (a) the expiration of each of the respective Trademarks, or (b) the Obligations have been paid in full in cash and the Credit Agreement has been terminated.

7. Agent's Right to Inspect. Grantor agrees that from and after the occurrence of an Event of Default (until such Event of Default is cured or waived) and the provision by the Agent of written notice to Grantor of the Agent's intention to enforce its rights and claims against any of the Collateral, the Agent shall have the right to establish such additional product quality controls as the Agent, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Borrowers under the Trademarks. Grantor agrees (a) not to sell or assign its interest in, or grant any license under the Trademarks that is inconsistent with Grantor's obligations under this Agreement, any other Loan Document to which Grantor is a party, or the Credit Agreement, without the prior written consent of the Agent; (b) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of such products as of the date hereof; (c) not reduce the quality of such products without the Agent's express written consent; and (d) to provide the Agent, upon request, with a certificate of an officer of Grantor certifying Grantor's compliance with the foregoing.

8. Termination of Agent's Security Interest. This Agreement is made for collateral purposes only. Upon payment in full in cash of all Obligations and termination of the Credit Agreement, the Agent's security interest in the Collateral shall automatically terminate without any further action, and Agent shall, at Grantor's sole cost and expense, promptly execute and deliver to Grantor all termination statements and other instruments as may be necessary or proper to terminate the Agent's security interest in the Collateral, subject to any disposition thereof that may have been made by the Agent pursuant to Section 15 or any other provision hereof.

9. Duties of Grantor. Grantor shall (a) prosecute diligently any trademark application that is part of the Trademarks pending as of the date hereof or thereafter until the Obligations shall have been paid in full and the Credit Agreement shall have been terminated, (b) file application for trademarks, as appropriate, (c) preserve and maintain all rights in trademark applications, trademarks, tradenames, and trademark registrations that are part of the Trademarks, (d) not abandon any right to file a trademark application nor any pending trademark application, in each case if material to Grantor's business, without the consent of the Agent, and (e) not abandon any given Trademark material to Grantor's business without the consent of the Agent. Any expenses incurred in connection with the trademark applications referred to in this Section 9 shall be borne by Grantor. Grantor agrees to retain an experienced trademark attorney for the filing and prosecution of all such applications and other proceedings and to cause such attorney to keep the Agent and its counsel advised on a current basis of any such applications or proceedings.

If Grantor fails to comply with any of the foregoing duties, the Agent may so comply in Grantor's name to the extent permitted by law, but at Grantor's expense, and Grantor

hereby agrees to reimburse the Agent in full for all expenses, including the fees and disbursements of attorneys and paralegals (including charges for inside counsel) incurred by the Agent in protecting, defending and maintaining the Collateral.

In the event that Grantor shall fail to pay when due any fees required to be paid by it under this Section 9 or otherwise to preserve the Trademarks, or shall fail to discharge any Lien, prohibited hereby, or shall fail to comply with any other duty hereunder, the Agent may, but shall not be required to pay, satisfy, discharge or bond the same for the account of Grantor, and all moneys so paid out shall repayable on demand.

Grantor shall take all action necessary to preserve and maintain the validity, perfection and first priority of the Agent's security interest granted herein in the Collateral including recording this Agreement with the United States Patent and Trademark Office against any and all trademark applications and trademark registrations.

10. Agent's Right to Sue. After the occurrence of an Event of Default and so long as such Event of Default is continuing, the Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Collateral, and any licenses thereunder, and, if the Agent shall commence any such suit, Grantor shall, at the request of the Agent, do any and all reasonable and necessary lawful acts including joining in any suit commenced by the Agent as a party and execute any and all proper documents required by the Agent in aid of such enforcement and Grantor shall indemnify and shall, upon demand, promptly reimburse the Agent for all reasonable and necessary costs and expenses incurred by the Agent in the exercise of its rights under this Section 10.

11. Waivers. No course of dealing between Grantor and the Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction. If any provision hereof shall render an otherwise valid Trademark invalid, unenforceable or ineffective, then such provision shall be void ab initio to the extent that the validity, enforceability or effectiveness of the Trademark is thereby preserved and Grantor shall make suitable other valid arrangements to provide the Agent with equivalent protections to that intended hereby.

13. Amendments. This Agreement or any provision thereof may be changed, waived, or terminated only in the manner set forth in Section 4 hereof or in writing and signed by the Grantor and Agent.

14. Remedies. If any Event of Default shall have occurred and be continuing, then the Agent shall be entitled to exercise in respect of the Collateral, in addition to other rights and remedies provided for herein in the Credit Agreement or other Financing Agreements or otherwise available to it, all of the rights and remedies of a secured party under the Uniform Commercial Code (the "Code") (whether or not the Code applies to the affected Collateral) and also may (a) require Grantor, and Grantor hereby agrees that it will upon the request of the Agent, forthwith, (i) execute and deliver an assignment, substantially in the form of Exhibit A hereto, of all right, title and interest in and to the Collateral and the goodwill of the business symbolized by the Collateral, and (ii) take such other action as the Agent may request to effectuate the outright assignment of such Collateral and the goodwill of the business symbolized by the Collateral, or to exercise, register or further perfect and protect its rights and remedies with respect to such assigned Collateral, and (b) without notice except as specified below, sell the Trademarks and the goodwill of the businesses related thereto or any part thereof in one or more parcels at public or private sale, at any of the Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such terms as the Agent may deem commercially reasonable. Grantor agrees that at least ten (10) days' notice to Grantor of the time and place of any public sale or the time which any private sale is to be made shall constitute reasonable notification. The Agent shall not be obligated to make any sale of the Collateral regardless of notice of sale having been given. The Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

15. Cumulative Remedies; Power of Attorney; Effect on Credit Agreement. All of the Agent's rights and remedies with respect to the Collateral, whether established hereby, by the Credit Agreement, by any other agreements, or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes the Agent to make, constitute and appoint any officer or agent of the Agent as the Agent may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact which power of attorney shall be irrevocable and shall be deemed to be coupled with an interest, with power, from and after the occurrence of an Event of Default but only while such Event of Default is continuing, (a) to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Agent in the use of the Collateral including, without limitation, if Grantor fails to execute and deliver within ten (10) Business Days the assignment substantially in the form of Exhibit A hereto, or (ii) take any other actions with respect to the Collateral as the Agent deems in the best interest of the Agent, and (b) after the provision by the Agent of written notice to Grantor of the Agent's intention to enforce its rights and claims against any of the Collateral, to (i) grant or issue any exclusive or non-exclusive license under the Collateral to anyone, or (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until all Obligations shall have been paid in full and the Credit Agreement has been terminated. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Agent under the Credit Agreement but rather is intended to facilitate the exercise of such rights and remedies. The Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a

secured party under the Code as enacted in any jurisdiction in which the Collateral may be located. Recourse to security will not be required at any time.

16. Notice. Any notice, approval, consent or other communication to any party hereunder shall be in the form and manner, and to the addresses as set forth in the Credit Agreement. (Care of Imperial Home Decor Group, Inc. in the case of Grantor)

17. Continuing Security Interest; Transfer of Notes. This Agreement shall create a continuing security interest in the Collateral and shall (a) remain in full force and effect until payment in full in cash (after the Credit Agreement has been terminated) of the Obligations, (b) be binding upon Grantor, its successors and assigns, and (c) inure, together with the rights and remedies of the Agent hereunder, to the benefit of the Agent, the Lenders and their respective successors, transferees and assigns as permitted under the Credit Agreement. Without limiting the generality of the foregoing clause (c), any Lender may, except as limited by the express terms of the Credit Agreement, assign or otherwise transfer any of its interests in the Credit Agreement held by it to any other person or entity, and such other person or entity shall thereupon become vested with all the benefits in respect thereof granted to such Lender herein or otherwise.

18. Authority of Agent. The Agent shall have and be entitled to exercise all powers hereunder which are specifically delegated to the Agent by the terms hereof, together with such powers as are reasonably incident thereto. The Agent may perform any of its duties hereunder or in connection with the Collateral by or through agents or employees and shall be entitled to retain counsel and to act in reliance upon the advice of counsel concerning all such matters. Neither the Agent nor any director, officer, employee, attorney or agent of the Agent shall be liable to Grantor for any action taken or omitted to be taken by it or them hereunder, except for its or their own gross negligence or willful misconduct; nor shall the Agent be responsible for the validity, effectiveness or sufficiency hereof or of any document or security furnished pursuant hereto. The Agent and its directors, officers, employees, attorneys and agents shall be entitled to rely on any communication, instrument or document reasonably believed by it or them to be genuine and correct and to have been signed or sent by the proper person or persons. Grantor agrees to indemnify and hold harmless the Agent and any other person from and against any and all reasonable and necessary costs, expenses (including fees and expenses of attorneys and paralegals (including charges of inside counsel)), claims or liability incurred by the Agent or such person hereunder, unless such claim or liability shall be due to willful misconduct or gross negligence on the part of the Agent or such person.

19. Interpretation of Agreement. Time is of the essence of each provision of this Agreement of which time is an element. All terms not defined herein shall have the meaning set forth in the Code, except where the context otherwise requires. To the extent any term or provision of this Agreement conflicts with the Credit Agreement and is not dealt with more specifically herein, the Credit Agreement shall control with respect to such term or provision.

20. Reinstatement. This Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by the Agent or any Lender in

respect of the Obligations is rescinded or must otherwise be restored or returned by the Agent or any Lender upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of Grantor or any Borrower or upon the appointment of any intervenor or conservator of, or trustee or similar official for, the Grantor or any Borrower or any substantial part of their assets, or otherwise, all as though such payments had not been made.

21. Final Expression. This Agreement, together with any other agreement executed in connection herewith, is intended by the parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms and conditions thereof. Acceptance of or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.

22. Survival of Provisions. All representations, warranties and covenants of Grantor contained herein shall survive the execution and delivery of this Agreement, and shall terminate only upon the full and final payment of the Obligations and termination of the Credit Agreement.

23. Release; Termination of Agreement.

(a) Upon Agent's written consent and as otherwise permitted under the Credit Agreement, Grantor may sell or dispose of any Collateral. If consented to by Agent and as otherwise permitted under the Credit Agreement, the Agent shall promptly execute and deliver to Grantor a release or releases (including, without limitation, Uniform Commercial Code termination statements and instruments of satisfaction, discharge, or reconveyance) in form reasonably satisfactory to Grantor and Agent to release the lien of this Agreement with respect to such released Collateral. Such releases shall be without warranty by or recourse to the Agent, except as to the absence of any prior assignments by the Agent of its interest in the Collateral, and shall be at the expense of Grantor.

(b) This Agreement shall terminate when all commitments to lend to Borrowers have terminated and all Obligations of Borrowers have been indefeasibly paid in full. At such time, the Agent shall promptly reassign and redeliver to Grantor all of the Collateral hereunder which has not been sold, disposed of, retained or applied by the Agent in accordance with the terms hereof. Such reassignment and redelivery shall be without warranty by or recourse to the Agent, except as to the absence of any prior assignments by the Agent of its interest in the Collateral, and shall be at the expense of Grantor.

24. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same agreement.

25. Statute of Limitations. Grantor hereby waives the right to plead any statute of limitations as a defense to any indebtedness or obligations hereunder or secured hereby to the full extent permitted by law.

26. GOVERNING LAW; SUBMISSION TO JURISDICTION; WAIVER OF JURY TRIAL; WAIVER OF DAMAGES.

(a) THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED UNDER THE LAWS OF THE STATE OF ILLINOIS, AND ANY DISPUTE ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN GRANTOR, THE AGENT AND THE LENDERS IN CONNECTION WITH THIS AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH THE INTERNAL LAWS (AS OPPOSED TO THE CONFLICTS OF LAWS PROVISIONS) AND DECISIONS OF THE STATE OF ILLINOIS.

(b) EXCEPT AS PROVIDED IN THE NEXT PARAGRAPH, GRANTOR AND THE AGENT AGREE THAT ALL DISPUTES BETWEEN THEM ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED ONLY BY STATE OR FEDERAL COURTS LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, BUT GRANTOR AND THE AGENT ACKNOWLEDGE THAT ANY APPEALS FROM THOSE COURTS MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE OF THE COUNTY OF COOK, STATE OF ILLINOIS. GRANTOR WAIVES IN ALL DISPUTES ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT CONSIDERING THE DISPUTE INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS.

(c) GRANTOR AGREES THAT THE AGENT AND ANY LENDER SHALL HAVE THE RIGHT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO PROCEED AGAINST GRANTOR OR ITS PROPERTY IN A COURT IN ANY LOCATION REASONABLY SELECTED IN GOOD FAITH TO ENABLE THE AGENT OR ANY LENDER TO REALIZE ON SUCH PROPERTY IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF THE AGENT OR ANY LENDER IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. SUBJECT TO THE RESTRICTIONS IN THIS PARAGRAPH, GRANTOR AGREES THAT IT WILL NOT ASSERT ANY PERMISSIVE COUNTERCLAIMS IN ANY PROCEEDING BROUGHT BY THE AGENT OR ANY LENDER TO REALIZE ON SUCH PROPERTY, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF THE AGENT OR ANY LENDER. GRANTOR WAIVES ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT IN WHICH THE AGENT OR ANY LENDER HAS COMMENCED A PROCEEDING DESCRIBED IN THIS PARAGRAPH INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS.

(d) GRANTOR AND THE AGENT EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT. INSTEAD, ANY DISPUTES RESOLVED IN COURT WILL BE RESOLVED IN A BENCH TRIAL WITHOUT A JURY.

(e) GRANTOR (I) AGREES THAT NEITHER THE AGENT NOR ANY LENDER SHALL HAVE ANY LIABILITY TO GRANTOR (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) FOR LOSSES SUFFERED BY GRANTOR IN CONNECTION WITH, ARISING OUT OF, OR IN ANY WAY RELATED TO, THE TRANSACTIONS CONTEMPLATED AND THE RELATIONSHIP ESTABLISHED BY THIS AGREEMENT, OR ANY ACT, OMISSION OR EVENT OCCURRING IN CONNECTION THEREWITH, UNLESS IT IS DETERMINED BY A JUDGMENT OF A COURT THAT IS BINDING ON THE AGENT OR SUCH LENDER, AS THE CASE MAY BE (WHICH JUDGMENT SHALL BE FINAL AND NOT SUBJECT TO REVIEW ON APPEAL), THAT SUCH LOSSES WERE THE RESULT OF ACTS OR OMISSIONS ON THE PART OF THE AGENT OR SUCH LENDER, AS THE CASE MAY BE, CONSTITUTING GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR KNOWING VIOLATIONS OF LAW AND (II) WAIVES, RELEASES AND AGREES NOT TO SUE UPON ANY CLAIM AGAINST THE AGENT OR ANY LENDER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE), EXCEPT A CLAIM BASED UPON GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR KNOWING VIOLATIONS OF LAW OR OTHERWISE PERMITTED BY THE LOAN DOCUMENTS. WHETHER OR NOT SUCH DAMAGES ARE RELATED TO A CLAIM THAT IS SUBJECT TO THE WAIVER EFFECTED ABOVE AND WHETHER OR NOT SUCH WAIVER IS EFFECTIVE, NEITHER THE AGENT NOR ANY LENDER SHALL HAVE ANY LIABILITY WITH RESPECT TO, AND GRANTOR HEREBY WAIVES, RELEASES AND AGREES NOT TO SUE UPON ANY CLAIM FOR, ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES SUFFERED BY GRANTOR IN CONNECTION WITH, ARISING OUT OF, OR IN ANY WAY RELATED TO THE TRANSACTIONS CONTEMPLATED OR THE RELATIONSHIP ESTABLISHED BY THIS AGREEMENT, OR ANY ACT, OMISSION OR EVENT OCCURRING IN CONNECTION THEREWITH, UNLESS IT IS DETERMINED BY A JUDGMENT OF A COURT THAT IS BINDING ON THE AGENT OR SUCH LENDER, AS THE CASE MAY BE (WHICH JUDGMENT SHALL BE FINAL AND NOT SUBJECT TO REVIEW ON APPEAL), THAT SUCH DAMAGES WERE THE RESULT OF ACTS OR OMISSIONS ON THE PART OF THE AGENT OR SUCH LENDER, AS THE CASE MAY BE, CONSTITUTING WILLFUL MISCONDUCT OR KNOWING VIOLATIONS OF LAW.

(f) EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, GRANTOR WAIVES ALL RIGHTS OF NOTICE AND HEARING OF ANY KIND PRIOR TO THE EXERCISE BY THE AGENT OR ANY LENDER OF ITS RIGHTS FROM AND AFTER THE OCCURRENCE OF AN EVENT OF DEFAULT TO REPOSSESS THE COLLATERAL WITH JUDICIAL PROCESS OR TO REPLEVY, ATTACH OR LEVY UPON THE COLLATERAL OR OTHER SECURITY FOR THE OBLIGATIONS. GRANTOR

WAIVES THE POSTING OF ANY BOND OTHERWISE REQUIRED OF THE AGENT OR ANY LENDER IN CONNECTION WITH ANY JUDICIAL PROCESS OR PROCEEDING TO OBTAIN POSSESSION OF, REPLEVY, ATTACH OR LEVY UPON COLLATERAL OR OTHER SECURITY FOR THE OBLIGATIONS, TO ENFORCE ANY JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF THE AGENT OR ANY LENDER, OR TO ENFORCE BY SPECIFIC PERFORMANCE, TEMPORARY RESTRAINING ORDER, PRELIMINARY OR PERMANENT INJUNCTION THIS SECURITY AGREEMENT OR ANY OTHER AGREEMENT OR DOCUMENT BETWEEN GRANTOR, AGENT AND THE LENDERS.

27. Waiver of Notice, Hearings and Bond. Grantor waives all rights of notice and hearing of any kind prior to the exercise by the Agent of its rights from and after the occurrence of an Event of Default to repossess the Collateral with judicial process or to replevy, attach or levy upon the Collateral or other security for the Obligations. Grantor waives the posting of any bond otherwise required of the Agent in connection with any judicial process or proceeding to obtain possession of, replevy, attach or levy upon the Collateral or other security for the Obligations, to enforce any judgment or other court order entered in favor of the Agent, or to enforce by specific performance, temporary restraining order, preliminary or permanent injunction this Agreement or any other Financing Agreement.

28. Further Assurances. At any time and from time to time, upon the written request of the Agent and at the sole expense of Grantor, Grantor shall promptly and duly execute and deliver any and all such further instruments, schedules and documents and take such further actions as the Agent may reasonably deem desirable to obtain the full benefits of this Agreement and of the rights and powers herein granted, including (i) using commercially reasonable efforts to secure all consents and approvals necessary or appropriate for the assignment to or for the benefit of the Agent of any Collateral held by Grantor or in which Grantor has any rights not heretofore assigned, and (ii) filing any additional necessary security agreements or other documents with the Copyright Office.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed and delivered this Agreement as of the day and year first above written.

IMPERIAL HOME DECOR GROUP
MANAGEMENT, INC.,
a Delaware corporation

By: Suzanne Scholze Taylor

Name: Suzanne Scholze Taylor

Title: Secretary

By acceptance hereof as of this ~~30~~ **30** day of March, 2001, the Agent agrees to be bound by the provisions hereof.

BANK OF AMERICA, N.A.,
as Agent

By: Jeffrey J. Podwika

Name: _____

Jeffrey J. Podwika
Vice President

Title: _____

SCHEDULE A
To
TRADEMARK SECURITY AGREEMENT

Dated as of **MAR 30** , 2001

Trademarks and Trademark Applications owned by Imperial Home Decor Group Management, Inc.

<u>TRADEMARK</u>	<u>DATE OF REGISTRATION OR APPLICATION</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY</u>
1834B	09/04/62	737,159	U.S.
1 ST CHOICE	06/29/76	1,042,379	U.S.
ACCENT ON TEXTURES	04/28/98	2,153,668	U.S.
ACROPOLIS	12/04/92	405,809	Canada
ADVANTAGE SUNWALL	07/06/93	1,780,240	U.S.
ADVANTAGE SUNWALL GOLD	02/17/94	74-491,151	U.S.
ALBERT VAN LUIT & CO.	05/17/83	1,238,425	U.S.
ALBERT VAN LUIT & CO.	12/11/84	1,309,172	U.S.
APPLETON LANE	09/16/96	823,388	Canada
APPLETON LANE	09/26/96	75-164,793	U.S.
APPLIQUE BY IMPERIAL	08/29/95	1,915,144	U.S.
ART ACCENTS	04/04/97	2,149,350	U.S.
ASPEN	08/23/96	461,766	Canada
ASPEN	03/11/97	2,042,715	U.S.
"B" & DESIGN	09/04/62	737,159	U.S.
"B" & DESIGN	06/03/94	428,122	Canada
BABY'S FIRST YEAR	07/21/94	74-552,153	U.S.
BACKDROPS	Unavailable	886,294	Canada
BED, BATH & BORDERS	02/10/95	439,127	Canada
BERKLEY	05/13/88	340,251	Canada
BERKLEY WALLCOVERINGS & DESIGN	09/02/88	344,387	Canada
BIRGE	11/27/93	420,070	Canada

CH-1154055v1

Imperial Home Decor Group Management, Inc.

TRADEMARK
REEL: 002294 FRAME: 0024

<u>TRADEMARK</u>	<u>DATE OF REGISTRATION OR APPLICATION</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY</u>
BIRGE & DESIGN	07/02/85	1,346,061	U.S.
BIRGE VICTORIAN SMALL PARTS	10/27/92	1,727,807	U.S.
BORDERLINES	02/02/95	774,476	Canada
BORDERLINES	Unavailable	227,499	Mexico
BORDERLINES	12/08/92	1,739,110	U.S.
BOTANICALS	07/09/93	414,480	Canada
BRAMPTON HOUSE	06/04/91	1,646,917	U.S.
BROADCAST	05/29/90	1,598,589	U.S.
BROADCAST	06/24/97	2,074,081	U.S.
BUCKS FIZZ	05/04/93	1,768,748	U.S.
CAREFREE WALLCOVERINGS C	06/06/78	1,092,878	U.S.
CARISMA	Unavailable	134,504	France
CARISMA	Unavailable	1,011,073	U.K.
CHATSWORTH PARK	06/26/95	74-693,158	U.S.
CHEROKEE ROSE	07/09/93	414,477	Canada
CHEROKEE ROSE	12/15/92	1,739,982	U.S.
CHESTNUT HILL	07/30/96	819,731	Canada
CHESTNUT HILL	07/25/96	75-139,931	U.S.
CHROMATINTS	01/14/92	1,671,864	U.S.
CIMARRON SUNSET	09/15/92	1,715,993	U.S.
CLASSIC HARMONY	01/23/96	1,951,874	U.S.
CLASSIC INTERIORS	03/13/90	1,586,718	U.S.
CLASSIC VALUES	02/02/95	774,478	Canada
CLASSIC VALUES	Unavailable	227,497	Mexico
CLASSIC VALUES	11/12/96	2,016,359	U.S.
CLUB PRINTS	08/13/91	1,653,775	U.S.
COLLECTIONS... ROOMS WITH A VIEW	Unavailable	74-537,303	U.S.
COLONY CLUB	07/09/93	414,479	Canada
COLONY CLUB	06/25/91	1,648,908	U.S.

<u>TRADEMARK</u>	<u>DATE OF REGISTRATION OR APPLICATION</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY</u>
COLOR OPTIONS	04/16/96	75-092,656	U.S.
COLOR-LOCKED	03/03/59	675,099	U.S.
COMPANIONS	12/23/96	832,350	Canada
COMPANIONS	12/13/96	75-212,193	U.S.
COOKIE JAR	11/18/86	1,417,548	U.S.
COTTAGE COLLECTION	06/18/93	413,675	Canada
COUNTRY AT HEART	11/19/96	2,017,685	U.S.
COUNTRY CORNERS	Unavailable	1,651,568	U.S.
COUNTRY HARVEST	12/23/96	832,351	Canada
COUNTRY HARVEST	12/13/96	75-212,199	U.S.
COVER UPS	10/08/85	1,364,554	U.S.
DANIEL WRIGHT	08/03/99	2,266,243	U.S.
DECO-PIECES	09/03/82	272,401	Canada
DECORATING SOLUTIONS	07/02/96	1,984,149	U.S.
DECORENE	Unavailable	895,717	U.K.
DESIGN ONLY	07/30/85	1,351,620	U.S.
DESIGN ONLY	11/01/83	1,256,165	U.S.
DO IT YOURSELF QUALITY HOUSE WALLCOVERINGS	06/25/85	1,344,746	U.S.
EASISTIK	Unavailable	566,982	Benelux
EASISTIK	09/24/99	517,034	Canada
EASISTIK	02/28/95	95-561,294	France
EASISTIK	02/27/95	395,087,686	Germany
EASISTIK	02/23/95	9,502,256	Hong Kong
EASISTIK	Unavailable	166,563	Ireland
EASISTIK	Unavailable	3,368,308	Japan
EASISTIK	Unavailable	503,803	Mexico
EASISTIK	Unavailable	R 101181	Poland
EASISTIK	Unavailable	144,180	Russian Fed (CIS)
EASISTIK	07/13/95	1,578,116	U.K.

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EASISTIK	04/06/95	74-656,927	U.S.
EASISTIK	02/02/99	75-632,369	U.S.
EASY GOING	12/22/91	1,661,693	U.S.
ELEGANT INSPIRATIONS	03/25/98	491,881	Canada
ELEGANT INSPIRATIONS	07/06/99	2,259,730	U.S.
ELEGANT LIVING	04/16/96	1,968,795	U.S.
EVOLUTIONS	08/22/00	2,379,842	U.S.
E-Z VINYL	01/02/79	1,110,590	U.S.
E-Z-DU	07/02/57	647,851	U.S.
FAIRPORT MANOR	12/11/92	406,083	Canada
FAIRVIEW FABRICS & FLORALS	10/09/96	825,556	Canada
FAIRVIEW FLORALS AND FABRICS	10/08/96	75-178,507	U.S.
FASHION HOUSE	02/14/86	311,250	Canada
FASHION POINT	09/08/92	1,713,550	U.S.
FOR BABIES ONLY	06/18/96	1,981,154	U.S.
FOR BOYS ONLY	06/18/96	1,981,157	U.S.
FOR GIRLS ONLY	06/18/96	1,981,156	U.S.
FOR KITCHENS ONLY	06/18/96	1,981,155	U.S.
FOR WOMEN ONLY	10/06/92	1,722,135	U.S.
FOREMOST	05/21/82	269,296	Canada
FOREMOST	02/15/83	1,227,639	U.S.
FOREMOST WALL COVERINGS & DESIGN	07/02/81	286,190	Canada
FOXCROFT	06/20/97	478,132	Canada
FOXCROFT	10/01/96	2,004,886	U.S.
FRESH FEELINGS	11/15/91	390,348	Canada
FUN FRIENDS	06/24/96	816,112	Canada
FUN STUFF	05/03/83	1,236,264	U.S.
GALLANTRY	12/18/92	406,500	Canada
GARDEN PAVILION	07/21/94	74-553,680	U.S.

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GARDEN RECEPTION	06/29/94	74-543,668	U.S.
GARDEN SILKS	11/26/93	420,016	Canada
GENTLEMEN'S CLASSIC	07/21/98	2,175,417	U.S.
GENTLEMEN'S CLASSICS	05/08/96	812,178	Canada
GLENDURA	02/03/59	673,532	U.S.
GLENSTYLE	10/08/57	652,763	U.S.
GOLD MEDAL	02/14/86	311,249	Canada
GOLD MEDAL	10/22/85	1,367,182	U.S.
GRANDE HORIZONS	03/16/95	74-647,649	U.S.
GRANDE INTERNATIONAL	12/09/93	74-467,997	U.S.
GRANDE LIVING	10/05/93	1,797,124	U.S.
GRANDE MANOR	12/09/93	74-467,996	U.S.
GRANDE VICTORIA	04/05/94	1,829,835	U.S.
HARVEST	07/09/93	414,478	Canada
HAZELTON LANE	08/20/94	762,781	Canada
HEARTLAND	08/01/86	316,912	Canada
HISTORIC AMERICA	05/19/92	1,687,829	U.S.
HOLIDAY BORDERS	08/23/96	461,634	Canada
HOLIDAY BORDERS	Unavailable	227,495	Mexico
HOLIDAY BORDERS	05/22/95	74-678,442	U.S.
HOME HARMONIES	12/04/95	75-034,301	U.S.
HOME STUDIO	10/02/99	75-813,955	U.S.
HOMELOVER	05/02/78	1,090,393	U.S.
HUNTING VALLEY PRINTS	05/31/88	1,490,323	U.S.
I LOVE MY ROOM	06/18/91	1,648,234	U.S.
IFI STYLIZED)	10/13/98	75-568,509	U.S.
IHDG	02/05/99	507,626	Canada
IHDG	02/10/98	75-433,692	U.S.
IHDG IMPERIAL HOME DECOR GROUP	02/10/98	75-431,953	U.S.

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IHDG IMPERIAL HOME DECOR GROUP	02/25/98	870,331	Canada
IMPACT!	03/25/97	2,047,096	U.S.
IMPERIAL	05/17/60	697,832	U.S.
IMPERIAL COLOR SYSTEM	12/03/97	75-399,545	U.S.
IMPERIAL CONTRACT WALLCOVERINGS	06/11/98	75-500,213	U.S.
IMPERIAL FINE INTERIORS	10/12/98	75-569,559	U.S.
IMPERIAL FINE INTERIORS WALLPAPER	06/18/98	75-505,827	U.S.
IMPERIAL GALLERY	12/03/97	75-399,544	U.S.
IMPERIAL GUARANTEED WALLCOVERINGS	10/24/75	210,187	Canada
IMPERIAL GUARANTEED WALLCOVERINGS	01/26/71	906,747	U.S.
IMPERIAL HOME DECOR GROUP	01/30/98	867,914	Canada
IMPERIAL LIFESTYLES	04/11/95	1,888,522	U.S.
INVITING ROOMS	10/06/81	1,172,411	U.S.
ISLANDS IN THE SUN	01/30/95	74-626,875	U.S.
JEAN MCLAIN	11/03/61	124,190	Canada
JEAN MCLAIN	06/03/58	662,594	U.S.
JESSICA LAYNE	05/14/93	412,268	Canada
JIFFY & DESIGN	09/30/58	667,751	U.S.
K & W	06/18/85	1,342,621	U.S.
KATZENBACH & WARREN	11/05/85	1,368,963	U.S.
KIDS LUV BORDERS	09/03/91	1,655,619	U.S.
KINNEY WALLCOVERINGS	07/05/83	1,244,652	U.S.
KORINA	09/03/96	822,258	Canada
LIMITED EDITION: FOR MEN ONLY	09/25/84	1,297,813	U.S.
LOUIS W. BOWEN	06/03/86	1,395,775	U.S.
LWB	05/27/86	1,394,917	U.S.
MAGNOLIA HILL	07/15/97	75-325,012	U.S.
MAGNOLIA LANE	05/05/95	782,226	Canada
MAGNOLIA LANE	02/18/97	2,039,469	U.S.

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MANCHESTER	07/16/57	648,613	U.S.
MARY STANTON	11/24/98	75-595,169	U.S.
MEADOW LANE	03/10/98	2,143,199	U.S.
MILBROOK	07/12/83	1,245,444	U.S.
MINI-MATES	03/27/79	1,115,696	U.S.
MIRAGE	09/30/88	345,540	Canada
MIRAGE	Unavailable	1,296,184	U.K.
MITCHELL DESIGN LOGO	11/01/83	1,256,165	U.S.
MITCHELL DESIGNS	07/05/83	1,244,533	U.S.
MITCHELL DESIGNS	07/01/75	1,014,920	U.S.
MITCHELL DESIGNS & LOGO	01/22/85	1,315,848	U.S.
MONTANA	03/05/96	1,961,171	U.S.
MOONDANCE	11/13/92	404,927	Canada
MRS. MITCHELL'S	09/23/98	75-557,468	U.S.
MRS. MITCHELL'S COUNTRY KITCHEN	05/19/92	1,687,948	U.S.
MULBERRY PRINTS	02/18/92	1,675,956	U.S.
MULTICOLOR	Unavailable	349,476	Canada
MULTICOLOR	Unavailable	B1,296,185	U.K.
MULTICOLOR & M DEVICE	Unavailable	1,617,821	France
MYSTIQUE	06/03/88	341,118	Canada
MYSTIQUE	Unavailable	1,296,183	U.K.
NATURAL HABITAT	12/08/92	1,739,109	U.S.
NATURALLY YOURS	11/02/79	236,959	Canada
NATURALLY YOURS	11/29/77	1,078,484	U.S.
NOW	05/31/85	303,266	Canada
OFFICE MATES	02/22/95	74-637,230	U.S.
OPEN HOUSE	05/31/88	1,490,328	U.S.
ORIENTAL IMPRESSIONS	02/28/89	1,526,867	U.S.
OUTLINES	12/22/98	2,213,366	U.S.

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PAINTABLE IMPRESSIONS	10/25/96	465,146	Canada
PAINTABLE IMPRESSIONS	Unavailable	227,496	Mexico
PAINTABLE IMPRESSIONS	06/25/96	1,982,437	U.S.
PALAZZO	Unavailable	2,111,870	U.K.
PARAMOUNT	Unavailable	556,615	U.K.
PARK LANE	12/18/92	406,501	Canada
PARK LANE	05/08/95	74-671,358	U.S.
PERMATEX	Unavailable	658,429	U.K.
PINE VALLEY PRINTS	05/12/92	1,686,537	U.S.
PLEXUS	12/08/92	1,738,391	U.S.
QUICK	08/13/83	754,640	U.S.
QUINCY PLACE	06/03/97	2,067,704	U.S.
RAINBOWS	05/18/84	291,146	Canada
REALIFE	09/14/99	2,277,362	U.S.
RECIPES	09/25/95	74-733,928	U.S.
ROOM BOOKS	12/23/83	286,192	Canada
ROOM PLANNER	05/12/92	1,686,358	U.S.
S	09/29/87	1,459,363	U.S.
S & W DESIGN	11/12/96	828,591	Canada
SANTA FE	07/30/91	1,652,482	U.S.
SAPPHIRE	Unavailable	1,313,898	U.K.
SAPPHIRE SECRETS	06/03/97	2,067,420	U.S.
SAPPHIRE STUDIO	01/18/94	1,817,473	U.S.
SATIN ROMANCE	04/26/94	1,832,807	U.S.
SEASIDE	05/07/96	1,973,412	U.S.
SERENITY	07/17/94	1,846,211	U.S.
SHAND KYDD	03/07/11	10,761	Australia
SHAND KYDD	Unavailable	64,570	Austria
SHAND KYDD	Unavailable	104,337	Benelux

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SHAND KYDD	03/16/73	189,270	Canada
SHAND KYDD	Unavailable	371,417	Chile
SHAND KYDD	Unavailable	929,807	China
SHAND KYDD	Unavailable	3494/68	Denmark
SHAND KYDD	Unavailable	142,391	Finland
SHAND KYDD	Unavailable	1,478,893	France
SHAND KYDD	Unavailable	142,588	Germany
SHAND KYDD	Unavailable	B660/81	Hong Kong
SHAND KYDD	Unavailable	420,901	Indonesia
SHAND KYDD	Unavailable	420,902	Indonesia
SHAND KYDD	Unavailable	74,441	Ireland
SHAND KYDD	Unavailable	526,184	Italy
SHAND KYDD	Unavailable	3,338,617	Japan
SHAND KYDD	Unavailable	3,368,307	Japan
SHAND KYDD	Unavailable	419,524	Korea
SHAND KYDD	Unavailable	411,097	Korea
SHAND KYDD	07/31/97	M-97-1267	Latvia
SHAND KYDD	07/31/98	98,2623	Lithuania
SHAND KYDD	09/09/97	97-12,851	Malaysia
SHAND KYDD	11/03/97	312,984	Mexico
SHAND KYDD	Unavailable	503,802	Mexico
SHAND KYDD	Unavailable	B89549	New Zealand
SHAND KYDD	Unavailable	77,818	Norway
SHAND KYDD	Unavailable	R101164	Poland
SHAND KYDD	Unavailable	158,286	Portugal
SHAND KYDD	Unavailable	144179	Russian Fed (CIS)
SHAND KYDD	02/24/95	I709/95(C1.27)	Singapore
SHAND KYDD	02/24/95	I708/95(C1.24)	Singapore

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SHAND KYDD	Unavailable	69/8011	South Africa
SHAND KYDD	Unavailable	567,241	Spain
SHAND KYDD	Unavailable	125,705	Sweden
SHAND KYDD	Unavailable	370,493	Switzerland
SHAND KYDD	Unavailable	491,683	Taiwan
SHAND KYDD	Unavailable	KOR38226	Thailand
SHAND KYDD	1969	927,252	U.K.
SHAND KYDD	03/22/91	1,394,452	U.K.
SHAND KYDD	09/15/70	898,629	U.S.
SHAND KYDD	08/04/97	97,082,423/T	Ukraine
SHAND KYDD	1911	321,251	U.K.
SHAND KYDD	Unavailable	18597	Vietnam
SHELBOURNE	09/08/87	1,456,634	U.S.
SILKEN MINIATURES BY UNITED	07/02/85	1,346,425	U.S.
SIMPLISTICK	02/25/00	2,223,520	U.K.
SONATA	Unavailable	74-654,510	U.S.
SP AND DESIGN	05/12/87	1,439,319	U.S.
SP LOGO	03/25/97	2,047,998	U.S.
SPORTS BANNER	02/27/96	1,958,358	U.S.
STAMP OUT STAINS	05/05/92	1,685,271	U.S.
STERLING PRINTS	01/24/89	1,521,936	U.S.
STICK'N PLAY	01/04/01	539,127	Canada
STICK'N PLAY	03/28/00	2,336,425	U.S.
STOREYS	Unavailable	2,111,561	U.K.
STRAWBERRY JAM	06/12/92	399,204	Canada
STYLIST	06/08/84	291,617	Canada
SUNFASHION COORDINATES	03/04/97	471,898	Canada
SUN-TEX	Unavailable	1,378,081	France
SUN-TEX	Unavailable	(77)08002	Taiwan

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SUN-TEX	Unavailable	1,284,680	U.K.
SUN-TEX	Unavailable	1,284,681	U.K.
SUN-TEX	12/23/86	1,422,036	U.S.
SUN-VINYL	06/16/67	151,510	Canada
SUN-VINYL	01/09/68	841,956	U.S.
SUNWALL	Unavailable	1,378,175	France
SUNWALL	Unavailable	(77)08,001	Taiwan
SUNWALL	Unavailable	1,284,682	U.K.
SUNWALL	Unavailable	1,284,683	U.K.
SUNWORTHY	Unavailable	A271,288	Australia
SUNWORTHY	01/21/35	UCA04331	Canada
SUNWORTHY	07/09/93	414,469	Canada
SUNWORTHY	07/24/62	734,938	U.S.
SUNWORTHY & DESIGN	10/01/93	417,618	Canada
SUNWORTHY COMBINATION MARK	Unavailable	Application	Canada
SURE TOUCH	07/02/96	1,984,090	U.S.
SW & DESIGN	11/12/96	828,591	Canada
SW SUNWORTHY WALLCOVERINGS & DESIGN	11/05/96	75-193,368	U.S.
SYMPHONY	08/08/97	2,006,204	U.K.
SYMPHONY	Unavailable	1,358,794	U.K.
TEXTILES FOR THE WALL	11/24/92	1,734,992	U.S.
THE HOUSE YOU LIVE IN	02/08/94	1,820,691	U.S.
THE IMPERIAL HOME DECOR GROUP	01/29/98	75-425,559	U.S.
THE IMPERIAL PROMISE	04/04/97	75-269,238	U.S.
THE MOST BEAUTIFUL WALLCOVERINGS	07/20/95	74-705,252	U.S.
THE WHITES COLLECTION	07/16/96	1,987,760	U.S.
THOREAU	06/11/96	1,980,263	U.S.
THREE'S COMPANY	06/25/93	414,039	Canada
TIMELESS	08/09/94	1,849,413	U.S.

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TODAY'S CASUAL STYLE	06/04/96	1,987,047	U.S.
TOUCHDOWN	03/23/84	289,062	Canada
TOUCHDOWN	Unavailable	1,087,790	U.K.
TOUCH-DOWN	07/21/72	184,548	Canada
TRANSPRINTS & DEVICE	11/21/97	820,404,004	Brazil
TRANSPRINTS DEVICE	Unavailable	1,034,392	U.K.
TRIANGLES DESIGN	07/30/85	1,351,620	U.S.
TRIANGLES DESIGN; SUN & RAYS	01/14/83	275,816	Canada
TRILLIUM	12/18/92	406,502	Canada
TWO HORSES DEVICE	Unavailable	1,410,830	Argentina
UNITED WALLCOVERINGS	01/20/87	1,425,832	U.S.
VALOIS DISTRIBUTION	08/07/87	330,746	Canada
VICTORIAN ROMANCE	05/21/91	1,645,354	U.S.
VILLAGE PRINTS	07/30/91	1,652,481	U.S.
VISIONARY OPTIONS	05/26/98	2,160,304	U.S.
WINDOWS AND WALLS FASHION	06/02/93	730,280	Canada
WALLS BY DESIGN	06/30/94	74-546,428	U.S.
WALLSHOP & DESIGN	08/16/96	461,239	Canada
WATERMARK SERIES	03/19/93	409,785	Canada
WEATHERVANE PRINTS	05/28/91	1,646,131	U.S.
WESTMOUNT	04/28/95	781,749	Canada
WESTMOUNT VICTORIA	05/08/95	74-671,004	U.S.
WESTMOUNT WALL COVERINGS	01/14/97	2,031,074	U.S.
WESTWOOD	09/03/96	822,257	Canada
WESTWOOD	08/29/96	75-157,924	U.S.
WE'VE GOT YOUR STYLE!	06/21/88	1,493,732	U.S.
WINDSCAPE	04/02/96	1,965,530	US
WOODCREST	02/15/96	804,669	Canada
WOODWORKS	01/27/98	2,132,124	U.S.

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YES YOU CAN & DESIGN	11/26/93	420,063	Canada
YES-YOU-CAN	10/21/77	223,809	Canada
YES-YOU-CAN	08/30/83	1,249,800	U.S.
YOUNG AND FANCIFUL	06/04/91	1,646,916	U.S.
YOUR LIFE, YOUR STYLE, YOU'RE HOME	12/03/97	75-399,546	U.S.