

05-16-2001

FORM PTO-1618A
Expires 06/30/98
OMB 0651-0027



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

101718619

5801

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

MAY - 8 2001

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 Release of Security Interest
- Effective Date
Month Day Year
12012000

Conveying Party

Mark if additional names of conveying parties attached

Name CREDIT AGRICOLE INDOSUEZ

Execution Date
Month Day Year
12012000

Formerly BANQUE INDOSUEZ

- Individual General Partnership Limited Partnership Corporation Association
- Other Banking Institution
- Citizenship/State of Incorporation/Organization _____

Receiving Party

Mark if additional names of receiving parties attached

Name PE HOLDINGS, INC.

DBA/AKATA PAPEL FREELANCE, INC.

Composed of _____

Address (line 1) 2530 U.S. Highway 130

Address (line 2) CN 9600

Address (line 3) Cranbury

NJ

08512

- 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 Delaware

05/16/2001 DBYRNE 00000038 75211031

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 600.00 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

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)

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<input type="text" value="75232066"/>	<input type="text" value="75480865"/>	<input type="text"/>
<input type="text" value="75340138"/>	<input type="text" value="75589661"/>	<input type="text"/>

<input type="text" value="1303503"/>	<input type="text" value="1386042"/>	<input type="text" value="1853113"/>
<input type="text" value="1342718"/>	<input type="text" value="1475013"/>	<input type="text" value="1872512"/>
<input type="text" value="1383416"/>	<input type="text" value="1479194"/>	<input type="text" value="1899470"/>

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.

Loretta S. Sifuentes

Name of Person Signing

Signature

5/04/2001

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0851-0027

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)

Registration Number(s)

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RELEASE OF INTELLECTUAL PROPERTY

Release of Intellectual Property (the "Release"), dated as of December 1, 2000, made by Credit Agricole Indosuez (formerly known as Banque Indosuez, New York Branch), as collateral agent ("Collateral Agent"), in favor of Papel Freelance, Inc. (formerly known as PF Acquisition Corp.), as pledgor ("Pledgor").

RECITALS:

A. Pledgor and Collateral Agent entered into an intellectual property security agreement, dated as of January 17, 1996, recorded on February 13, 1996 in the United States Patent and Trademark Office at reel 1442, frame 0402, and also recorded on February 15, 1996 in the Copyright Office of the United States at volume 3204, page 133 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which Pledgor granted to Collateral Agent a lien on and security interest in certain intellectual property owned by Pledgor.

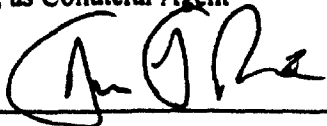
B. In accordance with the terms of the Security Agreement, Pledgor has requested and Collateral Agent has agreed to release its lien on all intellectual property pledged pursuant to the Security Agreement.

AGREEMENT:

Collateral Agent hereby releases and terminates all right, title and interest pledged, hypothecated, assigned, transferred, deposited and granted to it by Pledgor pursuant to the Security Agreement in all intellectual property, including, without limitation, the patents, trademarks, copyrights and licenses identified on Schedules A, B, C and D, respectively, annexed hereto and any reissues, extensions and re-examinations thereof (collectively, the "Released Intellectual Property Collateral"), and all liens, security interests, charges or other encumbrances in favor of Collateral Agent in the Released Intellectual Property Collateral shall hereby terminate and revert to Pledgor and all right, title and interest of Collateral Agent in the Released Intellectual Property Collateral will hereby cease, terminate and become void.

IN WITNESS WHEREOF, this Release has been executed as of the date first written above.

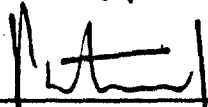
Credit Agricole Indosuez (formerly known as Banque Indosuez, New York Branch), as Collateral Agent

By: 

Name:

Title:

VP

By: 

Name:

Title:

Schedule A

1. U.S. Patent Registrations:

None

2. Pending Applications for U.S. Patents:

None

3. Pending Applications for U.S. Patents in which Pledgor has
a partial legal interest:

None

Schedule B

1. U.S. Trademark Registrations:

	<u>Trademark</u>	<u>U.S. Registration No.</u>
1.	FREELANCE	1073589
2.	FUNNY FARMACEUTICALS	1690386
3.	I'VE BEEN THERE	1475013
4.	MISCELLANEOUS DESIGN (SLANT MUG SHAPE)*	1479194
5.	OUR TIMES	1853113
6.	PAPEL 1383416	
7.	SWEET BLOOMERS	1756178
8.	DINGLE THE DINDDEER	1872512
9.	MUG SLANTS	1386942

2. U.S. Trademark Pending Applications

	<u>Trademark</u>	<u>U.S. Serial Number</u>
1.	COUNTRY COMFORTS and design	74/409046
2.	COUNTRY CROWERS	74/681899
3.	COUNTRY CROWERS and design	74/681900
4.	CRANBURY SQUARE	74/586412
5.	C S and design	74/588335
6.	UDDERLY UNIQUE	74/622003
7.	Miscellaneous design	74/622004

8. PERSONALLY SPEAKING 74/737103
9. PERSONALLY SPEAKING and design 74/737104
3. Registered Trade Names, Assumed Names, Service Marks and Logos
1. FREELANCE
 2. PAPEL
 3. The use of the name PAPEL is subject to the terms of the Agreement dated October 15, 1992 between Papel/ Freelance, Inc. and Stanley Papel.

4. State Trademark Registrations

<u>Trademark</u>	<u>U.S. Registration No.</u>	<u>State</u>
1. FUNNY FARMACEUTICALS	94275	Cal.
2. FUNNY FARMACEUTICALS	5010-0649	Indiana

Schedule C

1. U.S. Copyright Registrations:

<u>Title of Work</u>	<u>Registration No.</u>
1. Coupons For Dad	VAu 249-249
2. Kid's Corner Gifts for Mom	VA 561-310
3. Kid's Corner Children's Art Frames	VA 567-011
4. Over the Hill Aged to Perfection	VA 567-016
5. Hat's Off to the Grad	VA 567-036
6. Fortune Cookies - Nooky Cookies	VA 564-476
7. Kid's Corner Gifts for Dad	VA 567-012
8. Over the Hill Prune Pilz	VA 567-017
9. Kid's Corner Children's Art Frames	VA 567-014
10. Stampin Pals	VA 519-280
11. 30, 40, 50.... A Very Good Year	VA 564-477
12. Love Fortunes	VA 564-475
13. Get Well Soon	VA 560-409
14. Heart Hole Mug Design	VA 202-858
15. I've Been There	VA 243-903
16. Kids Art	VA 264-803
17. Kids Art Mug Designs	VA 202-762
18. Kids Art Aprons & Bibs	VA 334-215
19. Kids Art Novelty Mugs	VA 334-213
20. Pet Gifts (Dog & Cat)	VA 334-212
21. Very Special Teacher	VA 334-209
22. Kids Art (new designs)	VA 401-635
23. Secretary Gifts	VA 401-632
24. Midlife Crisis	VA 451-462
25. It's A Girl/It's A Boy	VA 463-713
26. Couples Mugs	VA 448-691
27. Gifts for Pets	VA 448-697
28. Love Couples Mugs	VA 494-227
29. Coupons for Dad	VA 627-548
30. 1st Class Teacher Apple Container	VA 558-118
31. 1st Class Teacher Pencil Cups and Mugs	VA 558-120
32. 1st Class Teacher Apple Mug	VA 558-119
33. Midlife Crisis	VA 558-126
34. 1st Class Teacher Bookmarks & Magnets	VA 558-127
35. 1st Class Teacher Giant Paper Clip	VA 558-123
36. The Big Apple Champagne Bottle	VA 555-580
37. Especially For You Mom (champagne bottle)	VA 555-577
38. Special Secretary	VA 555-579
39. Especially "fore" You (champagne bottle)	VA 555-578
40. Secretary Spinner Mug	VA 564-488
41. Super Grandma Soup Mug	VA 564-490
42. Floral Feelings	VA 560-407
43. Fisherman's Dream Mug	VA 555-574
44. Classic Mugs	VA 567-040
45. Boxer Short Mugs	VA 567-041
46. Kiss My Tassel	VA 567-038

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REEL: 002296 FRAME: 0769

47. Springtime Butterfly	VA 443-081
48. Tender Expressions	VA 564-478
49. Above Par Golf Mug	VA 564-491
50. Souper Dad Soup Mug	VA 564-489
51. Leprechaun Mug	VA 560-408
52. St. Patrick's Day Glassware	VA 560-411
53. Papel Distinctive Giftwares 1976 Catalogue	TX 99-542
54. World of Mugs Order Form	TX 103-255
55. California Dollar "The Golden State"	VAu 12-342
56. Working Santa	VAu 6-545
57. Animal Chorus Line	VA 85-660
58. Circus Time (2 Parts)	VA 53-273
59. Clown - Around	VA 46-402
60. Hawaii Dollar "The Aloha State"	VA 40-986
61. Nevada Dollar "The Silver State"	VA 52-198
62. New York Dollar "The Empire State"	VA 53-195
63. Office Quackery	VA 57-326
64. Oregon Dollar	VA 52-197
65. Parrot Talk	VA 57-325
66. Rainbow with Cloud	VA 63-641
67. Texas Dollar "Lone Star State"	VA 52-196
68. The Unicorn	VA 54-628
69. Unicorn Fantasy	VA 85-659
70. Alligator	VAu 31-980
71. Alligator Series	VAu 30-044
72. Flamingo Fantasy	VA 111-712
73. Lovable Armadillos	VA 83-532
74. Love Tree	VA 79-106
75. Floral Sentiments	VA 138-970
76. Ginny's Kids	VA 138-971
77. Scandinavian Heart	VA 164-188
78. Super Kid Mug (5 items)	VA 138-969
79. Where the Heck is	VA 122-608
80. Classic Name Steins	VA 179-610
81. Inspirations (Forever cards)	VA 179-613
82. Great Times	TX 1-511-540
83. Midnight Iris	VA 179-611
84. Seasons	VA 179-614
85. Spring Floral	VA 179-615
86. Super Kid	VA 179-607
87. Super Star	VA 179-616
88. World Framers Tiles	TX 1-4151-275
89. World's Greatest Forever Cards	VA 179-612
90. Award Winners	VA 209-304
91. Countryside Cates	VA 209-308
92. Country Kitchen Tiles	VA 209-306
93. Diet Center	TX 1-722-077
94. The Message Center	VA 231-409
95. Message to Mother/Father	VA 209-305
96. Old St. Nick	VA 240-782
97. Pencil Mugs	VAu 24-523

98.	Two of a Kind	VA 209-307
99.	Boy Watcher/Girl Watcher	VA 236-445
100.	Diet Survival Kit	TX 1-978-903
101.	Hug Me Mugs	VA 222-532
102.	I Left Heart in...	VA 236-444
103.	Official Coffee and Bagel Mug	VA 236-443
104.	Official Coffee and Donut Mug	VA 236-442
105.	Good Time Kit & Women at Work Kit	VA 264-844
106.	Left Handed Mugs	TX 2-141-234
107.	Maxi Mugs	VA 263-299
108.	Time for Coffee	VA 264-842
109.	Baby Boy & Girl Gifts	VA 334-223
110.	Dog and Cat Lovers Kit	TX 2-512-767
111.	Get Well Kit	TX 2-512-768
112.	Get Well Mug	VA 334-221
113.	Special Occasion Mug	VA 334-216
114.	Totes & Tags	VA 334-210
115.	Dressed to Suit	VA 401-633
116.	Wheel of Love Spinner Mug	VA 434-858
117.	Romance and Ribbons Gift Bags	VA 450-407
118.	Birthday Spinner Mug	VA 450-408
119.	Antique Santa Tags/Ornaments	VA 463-714
120.	Save the Earth Mugs	VA 458-948
121.	Airplane Mugs	VA 458-950
122.	Happy Halloween Garlands	VA 463-633
123.	Holiday Magic Mugs	VA 463-717
124.	Floral Mugs	VA 458-951
125.	Bicycling Mugs	VA 448-693
126.	Flower of the Month Mugs	VA 448-692
127.	Professional Spinner Mugs	VA 448-690
128.	Springtime Butterfly	VA 443-081
129.	Traditional Mugs	VA 448-695
130.	Victorian Rose	VA 448-689
131.	Heartbeats Gift Bags	VA 494-231
132.	Love Spinner Mugs	VA 494-232
133.	Tropical Paradise Mugs	VA 494-225
134.	Very Special Teacher Spinner Mug	VA 494-224
135.	Bottoms Up Box Short Mugs	VA 494-228
136.	St. Patrick's Day Boxers	VA 494-230
137.	St. Patrick's Glassware Tankard	VA 560-410
138.	St. Patrick's Day Mug	VA 560-406
139.	Souper Teacher Soup Mug	VA 558-121
140.	Souper Mom Soup Mug	VA 558-122
141.	Souper Grandpa Soup Mug	VA 558-123
142.	Souper Secretary Soup Mug	VA 558-124
143.	Just Your "Type" Special Secretary	VA 558-125
144.	True To Life Dad Mugs	VA 555-171
145.	The Big Leagues Frame	VA 555-570
146.	Something Fishy	VA 558-197
147.	A Time to Remember	VA 567-039
148.	Pro Tour Gift Bags & Tags	VA 567-042
149.	Pro Tour Mugs	VA 567-048

150.	Forever in my Heart Molded Gifts	VA 464-026
151.	Pro Tour Frame	VA 567-044
152.	In Full Bloom	VA 567-037
153.	Pro Tour Golf Bag Frame	VA 567-043
154.	Pro Tour Write On Frame	VA 567-045
155.	Pro Tour Photo Keyrings	VA 567-046
156.	Lullaby Corner Stationery	VA 511-976
157.	Lullaby Corner Picture Frame	VA 511-981
158.	Lullaby Corner Photo Magnet	VA 511-979
159.	Lullaby Corner Gift Bag	VA 511-980
160.	Lullaby Corner Lotion Dispenser	VA 511-977
161.	Lullaby Corner Bottle Hugger	VA 511-975
162.	Lullaby Corner Bank	VA 511-982
163.	Lullaby Corner Baby Brag Book	VA 511-978
164.	Pro Tour Nostalgic Golfer	VA 567-047
165.	Happy Birthday Fortune Cookies	VA 578-876
166.	Christmas Morning	VA 65-192
167.	Barnyard Friends	VAu 25-553
168.	Super Star Mugs	VA 78-503
169.	Christmas Bear	VA 118-334
170.	Hearts & Flowers	VA 103-433
171.	Love is All Around Us - Love Bears	VA 103-434
172.	Love Birds	VA 103-432
173.	County Bunny	VA 164-189
174.	Country Collection	VA 138-972
175.	Hearts & Flowers	VA 138-968
176.	Pet Pals	VA 154-299
177.	Country Home	VA 179-609
178.	Country Kitchen Tiles	VA 179-608
179.	"Cross Hole" Mug Design	VA 224-438
180.	Personal Classified	TX 1-722-078
181.	Pet Pals	VAu 84-621
182.	Time for Tea	VAu 84-621
183.	World's Greatest	VA 240-783
184.	Christmas Hole Mug	VA 222-531
185.	Interlocking Heart Holes, Tic-Tac-Toe Heart Holes	VA 246-516
186.	Midlife Crisis Survival Kit	TX 1-987-677
187.	City/State Origins	TXu-296-373
188.	The Golf Club	VA 272-760
189.	Family Origins	TX 2-418-734
190.	The Fishing Line Mugs	VA 334-222
191.	The Golf Club Novelty Mugs	VA 334-220
192.	Kids Art Inspirations	VA 334-219
193.	Kids Art Souvenirs	VA 334-214
194.	Star Sign Mugs	TX 2-533-321
195.	The Tennis Set Mugs	VA 334-211
196.	Canine Collection Mugs/Papel/Freelance Giftware 1990	TX 2-861-845
197.	The Fishing Line Mugs	VA 401-529
198.	The Fishing Line Novelty Mugs	VA 401-531

199.	Gifts for the Gardener	VA 401-636
200.	The Hunt Club	VA 401-626
201.	The Hunt Club Novelty Mugs	VA 401-630
202.	Profession Mug	VA 436-005
203.	Profession Mug	VA 401-634
204.	Cat Companions Photo Frame Magnets	VA 451-430
205.	A Bunch of Love	VA 451-429
206.	World's Sexiest (Mugs & Boxer Shorts)	VA 450-485
207.	I love you more than chocolate	VA 450-577
208.	Music Mugs	VA 450-409
209.	Golf Classics	VA 458-949
210.	Best Boss	VA 463-716
211.	Christmas Couple Mugs	VA 464-025
212.	Santa & Mrs. Claus	VA 465-992
213.	"Boo"tiful Baby Bibs	VA 463-632
214.	The Golf Club	VA 448-687
215.	Mugs For Modern Times	VA 448-696
216.	World's Sexiest Boxer Shorts	VA 494-229
217.	Sweetheart Sippers	VA 494-226
218.	The Gift of Love	VA 494-233
219.	You're the Best	VAu249-918
220.	World's Sexist Guy	VA 558-196
221.	Pro Tour Business Card Holder	VA 558-117
222.	Pro Tour Shot Glasses	VA 558-116
223.	Funtime Friends	VA 558-195
224.	World's Greatest Dad Antique Globe	VA 555-573
225.	Key to the Future	VA 555-572
226.	Nostalgic Sports Mug	VA 555-569
227.	Father of the Year (Champagne Bottle)	VA 555-576
228.	Expressions from the Heart	VA 560-405
229.	Graduate (Champagne Bottle)	VA 555-575
230.	My Kind of Town	VA 122-607

2. U.S. Copyright Applications

NONE

Schedule D

Proprietary Rights for which Pledgor has a license from a third party:

1. License Agreement between Art Licensing International, Inc. and Papel/Freelance, Inc. dated August 1, 1994, for property known as Animal Magic.
2. License Agreement between Art Licensing International, Inc. and Papel/Freelance, Inc. dated August 1, 1994, for property known as Debbie Cook's Teddy Bears.
3. License Agreement between Art Licensing International, Inc. and Papel/Freelance, Inc. dated August 1, 1994, for property known as Mother and Baby.
4. License Agreement between Art Licensing International, Inc. and Papel/Freelance, Inc. dated August 1, 1994, for property known as Oceana.
5. License Agreement between Art Licensing International, Inc. and Papel/Freelance, Inc. dated July 7, 1994, for property known as Railway Children.
6. License Agreement between Victoria Brown and Allen Chochinov and Papel/Freelance, Inc. dated July 1994.
7. Letter Agreement between The Butler Institute of American Art and Papel/Freelance, Inc. dated June 8, 1993.
8. License Agreement dated 1986 between Ceramic Development Co., Ltd. and Papel, Inc. as amended by agreement dated May 11, 1989 and by letter dated December 23, 1992. Pledgor has become aware that Ceramic Development Co., Ltd. has ceased operations or may be insolvent and may have filed for bankruptcy protection.
9. License Agreement between Cheryl Ann Johnson, Inc. and Papel/Freelance, Inc., dated September 10, 1993.
10. License Agreement between Papel/Freelance, Inc. as Licensor and Contempts, as Licensee, dated August 23, 1989.
11. License Agreement between Dynamic Design Studios and Papel/Freelance, Inc., dated April 18, 1989, as amended by letter dated October 16, 1989 and by Schedule dated March 30, 1990 and Letter dated January 28, 1992.
12. License Agreement between Marci Glousman and Papel/Freelance, Inc. dated March 19, 1991.

13. License Agreement between Guisevite Studio and Papel/
Freelance, Inc. dated November 1, 1994.
14. License Agreement between Heilbron Associates and Papel/
Freelance, Inc. dated May 15, 1995 for property known as
Teddy Bears of the Month.
15. License Agreement between Heilbron Associates and Papel/
Freelance, Inc. dated July 11, 1994, amended September 27,
1994 and November 17, 1994 for properties known as Mr.
Mouse's Christmas Carol Characters and Nutcracker Bell.
16. License Agreement between Iowa State University Research
Foundation, Inc. and Papel/Freelance, Inc., undated.
17. License Agreement between J.K. Benton Design Studio and
Papel/Freelance, Inc. dated March 14, 1995.
18. License Agreement between AnMarie Linsley and Papel/
Freelance, Inc. dated September 21, 1994.
19. License Agreement between Living Doll Designs and
Papel/Freelance, Inc. dated March 9, 1993 and amended
August 24, 1993.
20. License Agreement between Major League Baseball Proper-
ties, Inc. and Papel/Freelance, Inc. dated August 23,
1993.
21. License Agreement between Marsyl Enterprises, Inc. and
Weaver Corporation, dated 1990, as amended by letter dated
October 16, 1991.
22. License Agreement between Gene Myers and Papel/Freelance,
Inc. dated December 15, 1994.
23. License Agreement between National Football League Proper-
ties, Inc. and Papel/Freelance, Inc. dated April 29, 1994.
24. License Agreement between Susan Robertson and
Papel/Freelance, Inc. dated October, 1994.
25. Letter Agreement dated August 14, 1992 from
Papel/Freelance, Inc. to Gary Shaw, Plaza Sweet.
26. License Agreement between Tribune Media Services and
Papel/Freelance, Inc. effective as of August 31, 1993 and
property known as The Bottom Liners.
27. License Agreement between Tribune Media Services and
Papel/Freelance, Inc. effective as of July 1, 1993 for prop-
erty known as The Buckets.

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REEL: 002296 FRAME: 0775

28. License Agreement between Tribune Media Services and Papel/Freelance, Inc. effective as of July, 1993 for property known as Dave.
29. Arrangement between Cap Toys and Pledgor regarding Spin Pops.
30. License Agreement dated January 9, 1987, between Hollywood Chamber of Commerce, Inc. and Phil Papel Imports, Inc. No representation is made that this agreement is currently in existence.

Schedule D

Proprietary Rights for which Pledgor has a license from a third party:

1. License Agreement between Art Licensing International, Inc. and Papel/Freelance, Inc. dated August 1, 1994, for property known as Animal Magic.
2. License Agreement between Art Licensing International, Inc. and Papel/Freelance, Inc. dated August 1, 1994, for property known as Debbie Cook's Teddy Bears.
3. License Agreement between Art Licensing International, Inc. and Papel/Freelance, Inc. dated August 1, 1994, for property known as Mother and Baby.
4. License Agreement between Art Licensing International, Inc. and Papel/Freelance, Inc. dated August 1, 1994, for property known as Oceana.
5. License Agreement between Art Licensing International, Inc. and Papel/Freelance, Inc. dated July 7, 1994, for property known as Railway Children.
6. License Agreement between Victoria Brown and Allen Chochinov and Papel/Freelance, Inc. dated July 1994.
7. Letter Agreement between The Butler Institute of American Art and Papel/Freelance, Inc. dated June 8, 1993.
8. License Agreement dated 1986 between Ceramic Development Co., Ltd. and Papel, Inc. as amended by agreement dated May 11, 1989 and by letter dated December 23, 1992. Pledgor has become aware that Ceramic Development Co., Ltd. has ceased operations or may be insolvent and may have filed for bankruptcy protection.
9. License Agreement between Cheryl Ann Johnson, Inc. and Papel/Freelance, Inc., dated September 10, 1993.
10. License Agreement between Papel/Freelance, Inc. as Licensor and Contempts, as Licensee, dated August 23, 1989.
11. License Agreement between Dynamic Design Studios and Papel/Freelance, Inc., dated April 18, 1989, as amended by letter dated October 16, 1989 and by Schedule dated March 30, 1990 and Letter dated January 28, 1992.
12. License Agreement between Marci Glousman and Papel/Freelance, Inc. dated March 19, 1991.

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13. License Agreement between Guisevite Studio and Papel/
Freelance, Inc. dated November 1, 1994.
14. License Agreement between Heilbron Associates and Papel/
Freelance, Inc. dated May 15, 1995 for property known as
Teddy Bears of the Month.
15. License Agreement between Heilbron Associates and Papel/
Freelance, Inc. dated July 11, 1994, amended September 27,
1994 and November 17, 1994 for properties known as Mr.
Mouse's Christmas Carol Characters and Nutcracker Bell.
16. License Agreement between Iowa State University Research
Foundation, Inc. and Papel/Freelance, Inc., undated.
17. License Agreement between J.K. Benton Design Studio and
Papel/Freelance, Inc. dated March 14, 1995.
18. License Agreement between AnMarie Linsley and Papel/
Freelance, Inc. dated September 21, 1994.
19. License Agreement between Living Doll Designs and
Papel/Freelance, Inc. dated March 9, 1993 and amended
August 24, 1993.
20. License Agreement between Major League Baseball Proper-
ties, Inc. and Papel/Freelance, Inc. dated August 23,
1993.
21. License Agreement between Marsyl Enterprises, Inc. and
Weaver Corporation, dated 1990, as amended by letter dated
October 16, 1991.
22. License Agreement between Gene Myers and Papel/Freelance,
Inc. dated December 15, 1994.
23. License Agreement between National Football League Proper-
ties, Inc. and Papel/Freelance, Inc. dated April 29, 1994.
24. License Agreement between Susan Robertson and
Papel/Freelance, Inc. dated October, 1994.
25. Letter Agreement dated August 14, 1992 from
Papel/Freelance, Inc. to Gary Shaw, Plaza Sweet.
26. License Agreement between Tribune Media Services and
Papel/Freelance, Inc. effective as of August 31, 1993 and
property known as The Bottom Liners.
27. License Agreement between Tribune Media Services and
Papel/Freelance, Inc. effective as of July, 1993 for prop-
erty known as The Buckets.

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28. License Agreement between Tribune Media Services and Papel/Freelance, Inc. effective as of July, 1993 for property known as Dave.
29. Arrangement between Cap Toys and Pledgor regarding Spin Pops.
30. License Agreement dated January 9, 1987, between Hollywood Chamber of Commerce, Inc. and Phil Papel Imports, Inc. No representation is made that this agreement is currently in existence.