

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Longaberger Company		11/24/2004	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	The Huntington National Bank
Street Address:	41 South High Street
City:	Columbus
State/Country:	OHIO
Postal Code:	43215
Entity Type:	national banking association:

PROPERTY NUMBERS Total: 92

Property Type	Number	Word Mark
Registration Number:	1858638	"HANDMADE TO BE HANDED DOWN."
Registration Number:	2290672	20TH CENTURY BASKET
Registration Number:	2305717	ALL AMERICAN
Registration Number:	1836823	ALL-AMERICAN COLLECTION
Registration Number:	2869645	ALWAYS AT HOME IN YOUR HOME
Registration Number:	1932490	ALWAYS AT HOME IN YOUR HOME.
Serial Number:	78238411	AMERICAN CRAFT ORIGINALS
Registration Number:	1842978	
Registration Number:	2089418	BEE
Registration Number:	1938746	BEE
Registration Number:	2788882	BEE BASKET
Registration Number:	2775444	BLUE RIBBON COLLECTION
Registration Number:	2817301	BOARDWALK
Registration Number:	2247874	BONNIE LONGABERGER
Registration Number:	2526187	CLASSIC BASKETS

CH \$2315.00 1858638

Serial Number:	78410573	COLLECTORS CLUB
Registration Number:	2073946	COLLECTORS CLUB
Registration Number:	2270572	COLLECTORS CLUB
Registration Number:	2416608	COLLECTORS CLUB
Registration Number:	2727158	DRESDEN BASKET
Registration Number:	1887402	DRESDEN DIRECT 1-800-933-7373
Registration Number:	2123971	FLORAL BASKET
Registration Number:	1946189	
Registration Number:	2125082	
Registration Number:	2704161	GATEHOUSE
Registration Number:	2818819	GENERATIONS
Registration Number:	2282784	GENERATIONS BASKET
Registration Number:	2709415	GROWING STRONG TOGETHER
Registration Number:	1836822	HEARTLAND
Registration Number:	2751472	
Registration Number:	2770577	
Registration Number:	2639955	HOMESTEAD HOLIDAYS
Registration Number:	2021439	HORIZON OF HOPE
Registration Number:	1586801	J.W. COLLECTION
Registration Number:	2719393	JAM
Serial Number:	78451793	LONGABERGER
Registration Number:	2349619	LONGABERGER
Registration Number:	2218089	LONGABERGER
Registration Number:	2711463	LONGABERGER
Registration Number:	2349617	LONGABERGER
Registration Number:	1813749	LONGABERGER
Registration Number:	2172615	LONGABERGER
Registration Number:	2218078	LONGABERGER
Registration Number:	2764456	LONGABERGER
Serial Number:	78433846	LONGABERGER
Registration Number:	2702643	LONGABERGER
Registration Number:	2349607	LONGABERGER
Registration Number:	2719387	LONGABERGER
Registration Number:	2294739	LONGABERGER AT HOME
Registration Number:	1596466	LONGABERGER BASKETS

Registration Number:	2050552	LONGABERGER EXPRESS
Registration Number:	2126792	LONGABERGER FOUNDRY COLLECTION
Registration Number:	2410257	LONGABERGER GOLF CLUB
Registration Number:	2537864	LONGABERGER GOLF CLUB
Registration Number:	2345649	LONGABERGER GOLF CLUB
Registration Number:	2627348	LONGABERGER GOLF CLUB
Registration Number:	2590733	LONGABERGER GOLF CLUB
Registration Number:	2590743	LONGABERGER GOLF CLUB
Registration Number:	2198580	LONGABERGER HEARTLAND FOODS
Registration Number:	2362876	LONGABERGER HOMESTEAD
Registration Number:	1662516	LONGABERGER POTTERY
Registration Number:	2297505	LONGABERGER POTTERY MADE IN THE U.S.A.
Serial Number:	78303516	LONGABERGER UNIVERSITY
Registration Number:	2227986	LONGABERGER VILLAGE
Registration Number:	2297616	LONGABERGER VILLAGE HANDCRAFTS
Registration Number:	1907384	LONGABERGER WOODCRAFTS
Serial Number:	78442784	MAY SERIES
Registration Number:	2706618	NOTE PAL
Registration Number:	2022227	ODDS & ENDS BASKET
Registration Number:	2785150	OLD GLORY
Registration Number:	2706615	PEN PAL
Registration Number:	2817040	PROUDLY AMERICAN
Registration Number:	2282472	PROUDLY MADE IN THE USA
Registration Number:	2152162	RENEWAL BASKET
Registration Number:	2704162	SMALL COMFORTS
Registration Number:	2711464	STUCK ON YOU
Registration Number:	2023773	SWEETHEART BASKET
Registration Number:	2352980	THE LONGABERGER COMPANY
Registration Number:	2163534	THE LONGABERGER FAMILY CENTER
Registration Number:	1523520	THE LONGABERGER HEARTLAND COLLECTION
Registration Number:	2272435	THE LONGABERGER VILLAGE PRESS
Registration Number:	2224046	THE PLACE
Registration Number:	1982417	TRADITIONS COLLECTION
Registration Number:	2706617	VANITY
Registration Number:	2700359	WISHLIST

Registration Number:	2706616	WORK LOAD
Serial Number:	78442986	WORK-A-ROUND
Registration Number:	2713553	WOVEN MEMORIES BASKET
Registration Number:	1926875	WOVEN TRADITIONS
Registration Number:	2817089	WOVEN TRADITIONS
Serial Number:	78160593	WOVEN TRADITIONS
Registration Number:	2456578	WOVEN TRADITIONS

CORRESPONDENCE DATA

Fax Number: (614)227-2100
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 614-227-2182
Email: ipdocket@porterwright.com
Correspondent Name: Porter Wright Morris & Arthur LLP
Address Line 1: 41 South High Street
Address Line 4: Columbus, OHIO 43215

ATTORNEY DOCKET NUMBER:	0708500-076747
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NAME OF SUBMITTER:	Karen K. Hammond
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Total Attachments: 21
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**TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Agreement") is made as of the 24th day of November, 2004, between The Longaberger Company, an Ohio corporation, having a mailing address at 1500 East Main Street, Newark, Ohio 43055-8845 ("Assignor"), and The Huntington National Bank, the collateral agent (the "Collateral Agent") for the ratable benefit of the Secured Parties.

PRELIMINARY STATEMENT. Assignor has executed and delivered certain promissory notes to (a) the Banks in connection with a certain Credit Agreement, dated as of August 29, 2002, by and among the Assignor, The Huntington National Bank ("Huntington"), as the Agent under the Credit Agreement, and the Banks (as amended, modified, supplemented, or restated from time to time, the "Credit Agreement"); and (b) the Noteholders in connection with certain Note Purchase Agreements, dated as of December 15, 1997, by and among the Assignor and each Noteholder (as amended, modified, supplemented, or restated from time to time, the "Note Purchase Agreements"). To avoid any possible conflicts among the Secured Parties, the Secured Parties executed and delivered a certain Intercreditor and Collateral Agency Agreement, dated as of even date hereof (as amended, modified, supplemented, or restated from time to time, the "Intercreditor Agreement"). Pursuant to the Intercreditor Agreement, the Collateral Agent has been authorized to act as the collateral agent on behalf of, and for the ratable benefit of, the Noteholders and the Banks in respect to all security interests granted under this Agreement. Terms defined in the Intercreditor Agreement and not otherwise defined herein are used herein with the meanings ascribed to such terms in the Intercreditor Agreement. In order to induce Huntington, as the Agent under the Credit Agreement, and the Secured Parties to enter into certain forbearance agreements dated on even date hereof, Assignor has agreed to grant a security interest in and collaterally assign to the Collateral Agent, for the ratable benefit of the Secured Parties, certain trademark rights.

NOW, THEREFORE, in consideration of the premises, Assignor hereby agrees with the Collateral Agent as follows:

1. Assignment of Trademarks. (a) To secure the complete and timely satisfaction of all Obligations (as defined below), Assignor hereby grants, assigns and conveys to the Collateral Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in and to any and all now owned or existing or hereafter acquired, created or arising trade names, trademarks, service marks, designs, trademark, service mark and trade name registrations, and applications for registration (including registrations resulting therefrom), logos and other business identifiers, domestic and foreign, and all rights of whatever kind appurtenant thereto (whether pursuant to a license or otherwise), including without limitation all of those used by Assignor in whole or in part in conducting its business and including without limitation the marks, names, applications and registrations which are described in Schedule A attached hereto, together with all proceeds and rights to receive income therefrom (such as, without limitation, licenses, royalties and proceeds of infringement suits), the right (but not the obligation) to register claims under any law and to apply for, renew and extend the same, the

right to sue for past, present, and future infringements, the common law rights therein, goodwill of the businesses to which they relate and the rights to apply for registrations therefor throughout the world (all of the foregoing property is referred to collectively as the "Trademarks"), and the good will of the business to which each of the Trademarks relates. The word "Obligations" is used in its most comprehensive sense and includes, without limitation, all indebtedness, debts and liabilities (including principal, interest, late charges, make-whole amounts, collection costs, attorneys' fees and the like) of Assignor to the Secured Parties and the Collateral Agent, and to each of them, whether now existing or hereafter arising, either created by the Assignor alone or together with another or others, primary or secondary, secured or otherwise, absolute or contingent, liquidated or unliquidated, direct or indirect, whether evidenced by note, draft, application for letter of credit or otherwise, and any and all renewals of or substitutes therefore; provided, however, "Obligations" shall be limited to such indebtedness, debts and liabilities of the Assignor arising under or in connection with any Credit Documents, any agreement executed in connection therewith, and any letter of credit obligations of Assignor to The Huntington National Bank which shall not exceed \$350,000.00 in the aggregate, and any obligations of the Assignor to The Huntington National Bank in respect to the Corporate Credit Card Program (as defined in the Intercreditor Agreement) not to exceed \$130,000 in the aggregate. Additionally, Assignor hereby grants, assigns and conveys to the Collateral Agent, for the ratable benefit of the Secured Parties, a continuing security interest in machinery, equipment formulations, manufacturing procedures, quality control procedures, product specifications, goodwill, customer lists and trade secrets (collectively, the "Other Assets") relating to products sold under the Trademarks.

It is Assignor's express intention that this Agreement and the continuing security interests granted hereby, in addition to covering all present Obligations of Assignor to the Secured Parties and the Collateral Agent, shall extend to all future Obligations of Assignor to the Secured Parties and the Collateral Agent, whether or not such Obligations are reduced and thereafter increased or reincurred, and whether or not such Obligations are specifically contemplated by Assignor and the Secured Parties and the Collateral Agent as of the date hereof. The absence of any reference to this Agreement and any documents, instruments or agreement evidencing or relating to any Obligations secured hereby shall not limit or be construed to limit the scope or applicability of this Agreement.

2. Representations and Warranties. Assignor covenants and warrants that:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable and are not subject to or a subject of any pending or, to the best of Assignor's knowledge, threatened litigation;

(b) To the best of Assignor's knowledge, each of the Trademarks is valid and enforceable;

(c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;

(d) Except for the security interest granted hereby and permitted pursuant to the Credit Agreement and the Intercreditor Agreement, Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, registered user agreements and covenants by Assignor not to sue third persons;

(e) Assignor has the unqualified right to enter into this Agreement and perform its terms;

(f) Assignor has used, and will continue to use for the duration of this Agreement, notices indicating Assignor's interests in its Trademarks;

(g) Assignor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its publication, marketing and distribution of products sold under the Trademarks;

(h) Schedule A attached hereto identifies certain of the Trademarks that Assignor owns or of which Assignor is entitled to the benefit; and

(i) Assignor agrees not to sell or assign its interest in, or grant any license under the Trademarks, without the prior written consent of the Collateral Agent.

3. The Collateral Agent's Right to Inspect. Assignor hereby grants to the Collateral Agent and its employees and agents the right to visit Assignor's plants and facilities which publish or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto upon reasonable notice to Assignor and at reasonable times during regular business hours. Assignor shall do any and all acts required in good faith by the Collateral Agent to ensure Assignor's compliance with paragraph 2(g).

4. Rights to New Trademarks. If, before the Obligations shall have been satisfied in full and Assignor has no further right to obtain extensions of credit pursuant to any Credit Document or any agreement executed in connection therewith, Assignor shall obtain rights to any new trade names, trademarks, service marks, designs, or trademark, service mark and trade name registrations or applications, the provisions of paragraph 1 shall automatically apply to such new Trademarks and Assignor shall give the Collateral Agent prompt written notice thereof.

Assignor authorizes the Collateral Agent to modify this Agreement, without the signature of Assignor, by amending Schedule A and the Assignment to include any new Trademarks covered by paragraphs 1 and 4 hereof.

5. Remedies upon Default. Upon the Collateral Agent's provision of notice to Assignor of the occurrence of an Event of Default (other than a Specified Default or Potential Covenant Default (as defined in the forbearance agreements)), or immediately upon the institution by or against the Assignor of bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, and the Collateral Agent shall have, in addition to all other rights and

remedies given it by this Agreement, those provided in any Credit Documents, those provided in any other agreements delivered in connection with the Credit Documents, and those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located.

6. Termination of Agreement. At such time as Assignor shall completely satisfy all of the Obligations, and Assignor has no right to obtain any further extensions of credit under any Credit Document or any agreement executed in connection therewith, this Agreement shall terminate and the Collateral Agent shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Trademarks, subject to any disposition thereof which may have been made by the Collateral Agent pursuant hereto.

7. Fees and Expenses. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including any collateral agent fees and reasonable attorneys' fees and legal expenses incurred by the Collateral Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademarks, enforcing any of the Obligations, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by Assignor on demand by the Collateral Agent and until so paid shall be added to the Obligations and shall bear interest at the default rate set forth in the Credit Agreement, or if the Banks are indefeasibly paid in full, then at the default rate set forth in the Note Purchase Agreements.

8. Duties of the Assignor. Assignor agrees that, until all of the Obligations shall have been satisfied in full and Assignor has no further right to obtain any further extensions of credit pursuant to any Credit Documents or any agreement executed in connection therewith, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Agreement, without the Collateral Agent's prior written consent. Assignor further agrees that at any time and from time to time, at the expense of Assignor, Assignor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that Lender may in good faith request, in order to perfect and protect the security interest and collateral assignment granted or purported to be granted hereby or to enable the Collateral Agent to exercise its rights and remedies hereunder.

Upon the request of Collateral Agent, Assignor shall prosecute diligently any trademark applications of the Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full make federal application on registrable but unregistered Trademarks, file and prosecute opposition and cancellation proceedings and do any and all acts which are necessary or desirable to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with the Trademarks shall be borne by Assignor. After the occurrence and continuance of an Event of Default (other than a Specified Default or Potential Covenant Default (as defined in the forbearance agreements)), the Assignor shall not abandon

any Trademark without the consent of the Collateral Agent, which consent shall not be unreasonably withheld.

Assignor shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Trademarks, in which event the Collateral Agent may, if necessary, be joined as a nominal party to such suit if the Collateral Agent shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Assignor shall promptly, upon demand, reimburse and indemnify the Collateral Agent for all reasonable damages, costs and expenses, including reasonable attorneys' fees, incurred by the Collateral Agent in the fulfillment of the provisions of this paragraph 8.

9. Appointment as Attorney-In-Fact. In the event of the occurrence and continuance of an Event of Default (other than a Specified Default or Potential Covenant Default (as defined in the forbearance agreements)), Assignor hereby irrevocably authorizes and empowers the Collateral Agent to make, constitute and appoint any officer or agent of the Collateral Agent as the Collateral Agent may select, in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the sole power to endorse Assignor's name on all applications, documents, papers and instruments necessary to assign, pledge, convey or otherwise transfer or dispose of all of Assignor's right, title and interest in and to the Trademarks to the Collateral Agent or any other party, or to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or necessary for the Collateral Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable for the life of this Agreement. The rights and powers conferred upon the Collateral Agent under this Agreement are solely to protect its interest in the Trademarks and shall not impose any duty upon the Collateral Agent to exercise any such rights or powers. The Collateral Agent shall be accountable only for amounts that the Collateral Agent actually receives as a result of the exercise of such rights and powers and neither the Collateral Agent nor any of its officers, directors, employees or agents shall be responsible to Assignor for any act or failure to act, except for the Collateral Agent's own gross negligence or willful misconduct.

10. Right to Enforce Trademarks. If Assignor fails to comply with any of its obligations hereunder, the Collateral Agent may do so in Assignor's name or in the Collateral Agent's name, but at Assignor's expense, and Assignor hereby agrees to reimburse the Collateral Agent in full for all reasonable expenses, including reasonable attorneys' fees, incurred by the Collateral Agent in protecting, defending and maintaining the Trademarks.

11. Cumulative Rights and Remedies; Waiver. All of the Collateral Agent's rights and remedies with respect to the Trademarks, whether established hereby or by any Credit Document, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. No course of dealing between Assignor and the Secured Parties or the Collateral Agent, nor any failure to exercise, nor any delay in exercising, on the part of Secured Parties or the Collateral Agent, any right, power or privilege hereunder or under any Credit Document 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. Enforceability; Governing Law. 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. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Ohio, without regard to the conflicts of law principles thereof.

13. Modification. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 4.

14. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties; provided, however, that the foregoing provisions shall not invalidate or otherwise modify the restriction imposed on Assignor hereunder with respect to transferring any part of or interest in the Trademarks.

15. Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provisions of this Agreement.

IN WITNESS WHEREOF, Assignor and the Collateral Agent have executed this instrument as of the date set forth above.

ASSIGNOR:

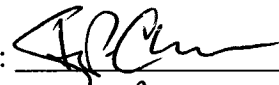
THE LONGABERGER COMPANY

By: 

Its: VP of Finance

COLLATERAL AGENT:

THE HUNTINGTON NATIONAL BANK

By: 

Its: Vice President

CERTIFICATES OF ACKNOWLEDGEMENT

STATE OF Ohio)
) SS:
COUNTY OF Licking)

On this 24th day of November, 2004, before me, a Notary Public in and for said County and State, personally appeared Stephanie M. Imhof, known to me to be the person who as VP of Finance of The Longaberger Company, the company which executed the foregoing instrument, did sign the same, and acknowledge to me that he did so sign said instrument in the name and upon behalf of said company as such officer, and by authority of the resolution of its Board of Directors; and that the same is his free act and deed as such officer, and the free and corporate act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

A M B
Notary Public

STATE OF Ohio)
) SS:
COUNTY OF Franklin)



ANDREW M. BOJKO
Attorney At Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

On this 29 day of November, 2004, before me, a Notary Public in and for said County and State, personally appeared Steve Clemens, who acknowledged himself to be the Vice President of The Huntington National Bank, the national banking association which executed the foregoing instrument and who acknowledged that he, as such officer of said association, did execute the foregoing instrument for and on behalf of said association, in its capacity as Collateral Agent for the ratable benefit of the Lenders, and that such signing is the free act and deed of said association for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

A M B
Notary Public



ANDREW M. BOJKO
Attorney At Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

SCHEDULE A

(Attached hereto)

TRADEMARKS FOR OWNER

THE LONGABERGER COMPANY

<i>MarkName</i>	<i>ApplicationNumber</i>	<i>RegistrationNumber</i>
<i>CountryName</i>	<i>ApplicationDate</i>	<i>RegistrationDate</i>
"HANDMADE TO BE HANDED DOWN."	74/429,770	1,858,638
United States	8/30/1993	10/18/1994
		Registered
20TH CENTURY BASKET	75/397,255	2,290,672
United States	11/28/1997	11/2/1999
		Registered
ALL AMERICAN	75/532,254	2,305,717
United States	8/6/1998	1/4/2000
		Registered
ALL-AMERICAN COLLECTION	74/418,043	1,836,823
United States	7/29/1993	5/17/2004
		Registered
ALWAYS AT HOME IN YOUR HOME	78/283,690	2,869,645
United States	8/6/2003	8/3/2004
		Registered
ALWAYS AT HOME IN YOUR HOME.	74/414,533	1,932,490
United States	7/19/1993	11/7/1995
		Registered
AMERICAN CRAFT ORIGINALS	78/238,411	
United States	4/16/2003	
		Filed
BARN DESIGN	74/429,740	1,842,978
United States	8/30/1993	7/5/2004
		Registered

TRADEMARKS FOR OWNER

THE LONGABERGER COMPANY

<i>MarkName</i>	<i>ApplicationNumber</i>	<i>RegistrationNumber</i>
<i>CountryName</i>	<i>ApplicationDate</i>	<i>RegistrationDate</i>
BEE (Cl. 25)	75/205,524	2,089,418
United States	11/29/1996	8/19/1997
		Registered
BEE (Cl. 41)	74/616,233	1,938,746
United States	12/29/1994	11/28/1995
		Registered
BEE BASKET	78/191,107	2,788,882
United States	12/4/2002	12/2/2003
		Registered
BLUE RIBBON COLLECTION	78/091,278	2,775,444
United States	11/1/2001	10/21/2003
		Registered
BOARDWALK	78/214,397	2,817,301
United States	2/13/2003	2/24/2004
		Registered
BONNIE LONGABERGER	75/548,750	2,247,874
United States	9/4/1998	5/25/1999
		Registered
CLASSIC BASKETS	75/364,855	2,526,187
United States	9/29/1997	1/1/2002
		Registered
COLLECTORS CLUB	78/410,573	
United States	4/29/2004	
		Filed

TRADEMARKS FOR OWNER

THE LONGABERGER COMPANY

<i>MarkName</i>	<i>ApplicationNumber</i>	<i>RegistrationNumber</i>
<i>CountryName</i>	<i>ApplicationDate</i>	<i>RegistrationDate</i>
COLLECTORS CLUB (STYLIZED)	75/142,647	2,073,946
United States	7/31/1996	6/24/1997
		Registered
COLLECTORS CLUB (stylized)	75/484,029	2,270,572
United States	5/4/1998	8/17/1999
		Registered
COLLECTORS CLUB (STYLIZED)	75/979,072	2,416,608
United States	1/10/1997	12/26/2000
		Registered
DRESDEN BASKET	78/106,304	2,727,158
United States	2/1/2002	6/17/2003
		Registered
DRESDEN DIRECT 1-800-933-7373 AND DESIGN	74/357,926	1,887,402
United States	2/11/1993	4/4/1995
		Registered
FLORAL BASKET	75/248,581	2,123,971
United States	2/27/1997	12/23/1997
		Registered
FOUR PETAL DESIGN (Cl. 20, 21)	74/413,816	1,946,189
United States	7/19/1993	1/9/1996
		Registered
FOUR PETAL DESIGN (Cl. 21)	75/142,648	2,125,082
United States	7/31/1996	12/30/1997
		Registered

TRADEMARKS FOR OWNER

THE LONGABERGER COMPANY

<i>MarkName</i>	<i>ApplicationNumber</i>	<i>RegistrationNumber</i>
<i>CountryName</i>	<i>ApplicationDate</i>	<i>RegistrationDate</i>
GATEHOUSE	76/377,034	2,704,161
United States	3/4/2002	4/8/2003
		Registered
GENERATIONS	76/377,038	2,818,819
United States	3/4/2002	3/2/2004
		Registered
GENERATIONS BASKET	75/438,270	2,282,784
United States	2/23/1998	10/5/1999
		Registered
GROWING STRONG TOGETHER (word)	78/103,352	2,709,415
United States	1/17/2002	4/22/2003
		Registered
HEARTLAND	74/414,095	1,836,822
United States	7/19/1993	5/17/1994
		Registered
HOME OFFICE BUILDING -- Supplemental Register Design of a Unique Three-Dimensional Building	76/058,382	2,751,472
United States	5/30/2000	8/12/2003
		Registered
HOME OFFICE BUILDING--divisional Design of a Unique Three-Dimensional Building	75/982,102	2,770,577
United States	5/3/2000	10/7/2003
		Registered

TRADEMARKS FOR OWNER

THE LONGABERGER COMPANY

<i>MarkName</i>	<i>ApplicationNumber</i>	<i>RegistrationNumber</i>
<i>CountryName</i>	<i>ApplicationDate</i>	<i>RegistrationDate</i>
HOMESTEAD HOLIDAYS	75/489,723	2,639,955
United States	5/22/1998	10/22/2002
		Registered
HORIZON OF HOPE	74/685,382	2,021,439
United States	6/6/1995	12/3/1996
		Registered
J.W. COLLECTION	73/806,085	1,586,801
United States	6/12/1989	3/13/2000
		Registered
JAM	78/104,125	2,719,393
United States	1/22/2002	5/27/2003
		Registered
LONGABERGER (CI 29)	78/451,793	
United States	7/16/2004	
		Filed
LONGABERGER (CI. 14, 16, 21)	75/578,376	2,349,619
United States	10/23/1998	5/16/2000
		Registered
LONGABERGER (CI. 16, 25)	75/192,537	2,218,089
United States	11/4/1996	1/19/1999
		Registered
LONGABERGER (CI. 18)	78/120,709	2,711,463
United States	4/10/2002	4/29/2003
		Registered

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THE LONGABERGER COMPANY

<i>MarkName</i>	<i>ApplicationNumber</i>	<i>RegistrationNumber</i>
<i>CountryName</i>	<i>ApplicationDate</i>	<i>RegistrationDate</i>
LONGABERGER (CI. 18, 28)	75/578,100	2,349,617
United States	10/23/1998	5/16/2000
		Registered
LONGABERGER (CI. 20)	74/357,526	1,813,749
United States	2/10/1993	12/28/2003
		Registered
LONGABERGER (CI. 20, 21)	75/270,823	2,172,615
United States	4/3/1997	7/14/1998
		Registered
LONGABERGER (CI. 20, 21, 24, 28, 35)	75/181,085	2,218,078
United States	10/15/1996	1/19/1999
		Registered
LONGABERGER (CI. 21)	78/191,128	2,764,456
United States	12/4/2002	9/16/2003
		Registered
LONGABERGER (CI. 35)	78/433,846	
United States	6/11/2004	
		Filed
LONGABERGER (CI. 4)	78/095,239	2,702,643
United States	11/27/2001	4/1/2003
		Registered
LONGABERGER (CI. 6, 9, 20)	75/576,787	2,349,607
United States	10/22/1998	5/16/2000
		Registered

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THE LONGABERGER COMPANY

<i>MarkName</i>	<i>ApplicationNumber</i>	<i>RegistrationNumber</i>
<i>CountryName</i>	<i>ApplicationDate</i>	<i>RegistrationDate</i>
LONGABERGER (Cl. 9)	78/101,506	2,719,387
United States	1/8/2002	5/27/2003
		Registered
LONGABERGER AT HOME	75/445,005	2,294,739
United States	3/5/1998	11/23/1999
		Registered
LONGABERGER BASKETS	73/728,919	1,596,466
United States	5/17/1988	5/15/2000
		Registered
LONGABERGER EXPRESS	75/059,596	2,050,552
United States	2/20/1996	4/8/1997
		Registered
LONGABERGER FOUNDRY COLLECTION AND DESIGN	75/142,545	2,126,792
United States	7/31/1996	1/6/1998
		Registered
LONGABERGER GOLF CLUB (word mark)	75/753,665	2,410,257
United States	7/19/1999	12/5/2000
		Registered
LONGABERGER GOLF CLUB (word mark)	76/070,721	2,537,864
United States	6/16/2000	2/12/2002
		Registered
LONGABERGER GOLF CLUB and Design	75/754,227	2,345,649
United States	7/19/1999	4/25/2000
		Registered

TRADEMARKS FOR OWNER

THE LONGABERGER COMPANY

<i>MarkName</i>	<i>ApplicationNumber</i>	<i>RegistrationNumber</i>
<i>CountryName</i>	<i>ApplicationDate</i>	<i>RegistrationDate</i>
LONGABERGER GOLF CLUB and Design	76/123,925	2,627,348
United States	9/8/2000	10/1/2002
		Registered
LONGABERGER GOLF CLUB and Design	76/123,926	2,590,733
United States	9/8/2000	7/9/2002
		Registered
LONGABERGER GOLF CLUB and Design	76/125,840	2,590,743
United States	9/11/2000	7/9/2002
		Registered
LONGABERGER HEARTLAND FOODS	75/397,256	2,198,580
United States	11/28/1997	10/20/1998
		Registered
LONGABERGER HOMESTEAD	75/446,297	2,362,876
United States	3/6/1998	6/27/2000
		Registered
LONGABERGER POTTERY	74/076,251	1,662,516
United States	7/9/1990	10/29/2001
		Registered
LONGABERGER POTTERY MADE IN THE U.S.A. and L-Weave Design	75/441,417	2,297,505
United States	2/26/1998	12/7/1999
		Registered
LONGABERGER UNIVERSITY (word)	78/303,516	
United States	9/22/2003	
		Filed

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THE LONGABERGER COMPANY

<i>MarkName</i>	<i>ApplicationNumber</i>	<i>RegistrationNumber</i>
<i>CountryName</i>	<i>ApplicationDate</i>	<i>RegistrationDate</i>
LONGABERGER VILLAGE	75/400,673	2,227,986
United States	12/5/1997	3/2/1999
		Registered
LONGABERGER VILLAGE HANDCRAFTS	75/476,041	2,297,616
United States	4/29/1998	12/7/1999
		Registered
LONGABERGER WOODCRAFTS	74/443,799	1,907,384
United States	10/4/1993	7/25/1995
		Registered
MAY SERIES	78/442,784	
United States	6/29/2004	
		Filed
NOTE PAL	76/377,039	2,706,618
United States	3/4/2002	4/15/2003
		Registered
ODDS & ENDS BASKET	75/056,333	2,022,227
United States	2/12/1996	12/10/1996
		Registered
OLD GLORY (Supplemental Reg.)	78/089,329	2,785,150
United States	10/19/2001	11/18/2003
		Registered
PEN PAL	76/377,033	2,706,615
United States	3/4/2002	4/15/2003
		Registered

TRADEMARKS FOR OWNER

THE LONGABERGER COMPANY

<i>MarkName</i>	<i>ApplicationNumber</i>	<i>RegistrationNumber</i>
<i>CountryName</i>	<i>ApplicationDate</i>	<i>RegistrationDate</i>
PROUDLY AMERICAN	78/145,560	2,817,040
United States	7/19/2002	2/24/2004
		Registered
PROUDLY MADE IN THE USA and Flag Weave design	75/304,517	2,282,472
United States	6/6/1997	10/5/1999
		Registered
RENEWAL BASKET	75/249,409	2,152,162
United States	2/27/1997	4/21/1998
		Registered
SMALL COMFORTS	76/377,036	2,704,162
United States	3/4/2002	4/8/2003
		Registered
STUCK ON YOU	78/120,728	2,711,464
United States	4/10/2002	4/29/2003
		Registered
SWEETHEART BASKET	75/037,419	2,023,773
United States	12/26/1995	12/17/1996
		Registered
THE LONGABERGER COMPANY AND L-WEAVE DESIGN	75/261,501	2,352,980
United States	3/20/1997	5/30/2000
		Registered
THE LONGABERGER FAMILY CENTER and Design	75/224,157	2,163,534
United States	1/10/1997	6/9/1998
		Registered

TRADEMARKS FOR OWNER

THE LONGABERGER COMPANY

<i>MarkName</i>	<i>ApplicationNumber</i>	<i>RegistrationNumber</i>
<i>CountryName</i>	<i>ApplicationDate</i>	<i>RegistrationDate</i>
THE LONGABERGER HEARTLAND COLLECTION	73/729,517	1,523,520
United States	5/17/1988	2/7/1989
		Registered
THE LONGABERGER VILLAGE PRESS and Design	75/574,823	2,272,435
United States	10/21/1998	8/24/1999
		Registered
THE PLACE	75/391,380	2,224,046
United States	11/17/1997	2/16/1999
		Registered
TRADITIONS COLLECTION	74/685,383	1,982,417
United States	6/6/1995	6/25/1996
		Registered
VANITY	76/377,037	2,706,617
United States	3/4/2002	4/15/2003
		Registered
WISHLIST	78/080,074	2,700,359
United States	8/20/2001	3/25/2003
		Registered
WORK LOAD	76/377,035	2,706,616
United States	3/4/2002	4/15/2003
		Registered
WORK-A-ROUND	78/442,986	
United States	6/29/2004	
		Filed

TRADEMARKS FOR OWNER

THE LONGABERGER COMPANY

<i>MarkName</i>	<i>ApplicationNumber</i>	<i>RegistrationNumber</i>
<i>CountryName</i>	<i>ApplicationDate</i>	<i>RegistrationDate</i>
WOVEN MEMORIES BASKET	78/113,622	2,713,553
United States	3/8/2002	5/6/2003
		Registered
WOVEN TRADITIONS	74/383,430	1,926,875
United States	4/27/1993	10/17/1995
		Registered
WOVEN TRADITIONS	78/160,570	2,817,089
United States	9/4/2002	2/24/2004
		Registered
WOVEN TRADITIONS	78/160,593	
United States	9/4/2002	
		Filed
WOVEN TRADITIONS (11,20,24,27)	75/400,948	2,456,578
United States	12/5/1997	6/5/2001
		Registered