

10-21-1998



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UNITED STATES PATENT AND TRADEMARK OFFICE
RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks:

Please record the attached original document or copy thereof.

1. Name and address of conveying party:

(a) NordicTrack, Inc.
104 Peavey Road
Chaska, Minnesota 55318

MAD
10-16-98

A Minnesota corporation.

(a) Smith & Hawken, Ltd.
117 E. Strawberry Drive
Mill Valley, California 94941

A Delaware corporation.

2. Name and address of receiving party:

BankBoston, N.A. (f/k/a The First National Bank of Boston),
as Administrative Agent
100 Federal Street
Boston, Massachusetts 02110

A national banking association.

3. Nature of conveyance: security agreement

Execution date: July 27, 1998

4. Application numbers and/or trademark numbers:

A. Trademark application numbers: See attached Schedule A

B. Trademark registration numbers: See attached Schedule B

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10/20/1998 00000322 75514723
40.00 OP
1900.00 OP
01 FC:481
02 FC:482

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

Mr. Robert Porcelli
Bingham Dana LLP
150 Federal Street
Boston, Massachusetts 02110


6. Total number of applications and trademarks involved: 77

7. Total fee enclosed: \$1,940.00

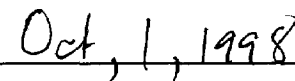
8. Deposit account number: Not applicable

9. 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.



Jeannie G. Sears
Attorney for receiving party



Date

Total number of pages submitted (including cover sheet and any attached Schedules, and conveyance document and any attached Schedules): 33

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

**Trademark Application Numbers
(continuation of Item 4A)****Nordictrack, Inc.****Nordictrack, Inc.****Trademark Applications**

<u>Trademark or Service Mark</u>	Pending Applications -- United States Patent and Trademark Office	
	<u>Serial No.</u>	<u>Filing Date</u>
FITCYCLE	75-514723	6/26/98
NORDICTRACK	75-487566	5/19/98
NORDICTRACK FITNESS STORES	75-487568	5/19/98
CUSTOM STRIDE	75-481620	5/8/98
NORDICTRACK FITPACK	75-468486	4/15/98
STRENGTH STATION	75-464197	4/3/98
NORDICTRACK STRENGTH STATION	75-464198	4/3/98
ELLIPTACYCLE	75-453397	3/19/98
LEGSHAPER	75-424155	1/27/98
COMFORT STRIDE	Pending	7/13/98
FOLD-A-WAY	Pending	7/13/98
LEGSHAPER	75/424,155	1/27/98
ELLIPTICAL WALKER	75/273,245	4/11/97
E-MOTION	75-346235	8/25/97
E MOTION	75-346236	8/25/97
ELLIPSE	75-314470	6/25/97
E	75-314758	6/25/97
ORBIT	75-273244	4/11/97

E-WALK	75-273246	4/11/97
ELLIPTOR	75-273247	4/11/97
ELLIPTA	75-273248	4/11/97
NORDICTRACK TRIMFIT	75-266271	3/31/97
VERSALIFT	75-252654	3/6/97
ISOLIFT	75-252677	3/6/97
ELLIPSE	75-243469	2/18/97
CLASSIC PRO	75-231214	1/24/97
NORDICRIDER PLUS	75-179860	10/9/96

Smith & Hawkens, Ltd.

Trademark Applications

<u>Trademark</u> or <u>Service Mark</u>	Pending Applications -- United States Patent and Trademark Office	
	<u>Serial No.</u>	<u>Filing Date</u>
HANDS-ON-GARDNER	75-226453	1/16/97

**Trademark Registration Numbers
(continuation of Item 4B)****Nordictrack, Inc.****Trademarks and Trademark Registrations**

<u>Trademark or Service Mark</u>	<u>Registrations -- United States Patent and Trademark Office Registration No.</u>	<u>Registration Date</u>
SKYFLYER	2,159,736	5/19/98
FITNESSWORKS	2,157,759	5/12/98
LEGSHAPER PLUS	2,155,684	5/5/98
POWERTREAD	5,157,638	5/12/98
POWERTREAD PLUS	2,157,639	5/12/98
PROPLUS	2,157,640	5/12/98
ULTRALIFT	2,168,403	6/23/98
CTX	2,124,269	12/23/97
NORDICRIDER	2,072,495	6/17/97
LEG SHAPER PLUS	2,101,709	9/30/97
AB WORKS	2,026,243	12/24/96
THE NORDICTRACK WOMAN	1,992,454	8/13/96
TOTAL BODY TREADMILL	1,909,568	8/1/95
FITNESS RIDER	1,900,002	6/13/95
NORDICTRACK FITNESS AT HOME	1,921,203	9/19/95
NORDICTRACK 900	1,890,618	4/18/95
FIGUREFLEX	1,879,269	2/14/95
NORDIC XC	1,898,417	6/6/95
YANKEE	1,885,075	3/21/95
NORDICTRACK PRO JR.	1,890,616	4/18/95

WALKFIT	1,854,270	9/13/94
NORDICTRACK ADVENTURER	1,860,465	10/25/94
EXERSCIENCE	1,847,167	7/26/94
ACTIVE AMERICAN	1,866,943	12/13/94
TWIST 'N SKI	1,836,273	5/10/94
PERFORMANCE EDGE	1,833,418	4/26/94
EXERSCIENCE	1,847,987	8/2/94
HOME HEALTH CLUB	1,849,654	8/9/94
NORDICFLEX	1,771,621	5/18/93
EXERSCIENCE	1,797,333	10/5/93
FITNESS AS SPORT	1,769,389	5/4/93
NORDICFLEX GOLD	1,762,126	3/30/93
SPORT SIMULATOR	1,752,071	2/9/93
EXERSCIENCE	1,757,363	3/9/93
NORDICSPORT	1,769,381	5/4/93
NORDICGOLD	1,760,019	3/23/93
NORDIC ADVANTAGE	1,687,354	5/12/92
NORDICTRACK PRO	1,713,881	9/8/92
THE WORLD'S BEST AEROBIC EXERCISER	1,700,003	7/7/92
CARDIOTRACK	1,707,850	8/18/92
NORDICTRACK	1,488,669	5/17/88

Smith & Hawken, Ltd.

Trademarks and Trademark Registrations

<u>Trademark or Service Mark</u>	<u>Registrations – United States Patent and Trademark Office Registration No.</u>	<u>Registration Date</u>
THE MORE I GARDEN, THE MORE I GROW	2,121,287	12/16/97
THE POTTING SHED	2,105,331	10/14/97
GREENGOODS	2,042,984	11/5/96
MUD FLATS	1,918,049	9/12/95
BIOSTACK	1,670,055	12/31/91
PETIT GIVERNY	1,659,799	10/8/91
GIVERNY	1,659,800	10/8/91
SMITH & HAWKEN	1,384,035	2/25/86

**AMENDED AND RESTATED TRADEMARK
COLLATERAL SECURITY AND PLEDGE AGREEMENT**

TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT dated as of April 17, 1996, and restated as of July 27, 1998 among (a) **CML GROUP INC.**, a Delaware corporation having its principal place of business at 524 Main Street, Acton, Massachusetts 01720 ("CML"), (b) **NORDICTRACK, INC.**, a Minnesota corporation having its principal place of business at 104 Peavey Road, Chaska, Minnesota 55318, **NORDIC ADVANTAGE, INC.**, a Minnesota corporation having its principal place of business at 11 Peavey Road, Chaska, Minnesota 55318, **SMITH & HAWKEN, LTD.**, a Delaware corporation having its principal place of business at 117 East Strawberry Drive, Mill Valley, California 94941, and (each a "Borrower" and, collectively, the "Borrowers") (c) **BFPI, INC.** (f/k/a Biscuit Factory Publications Incorporated) (d/b/a Hear Music), a Massachusetts corporation having its principal place of business at 560 Harrison Avenue, #501, Boston, Massachusetts 02118, **OTNC, INC.** (f/k/a The Nature Company), a California corporation having its principal place of business at 803 Hearst Avenue, Berkeley, California 94710, **OCR, INC.**, a Delaware corporation having its principal place of business at 524 Main Street, Acton, Massachusetts 01720, **WFH GROUP, INC.**, a Delaware corporation having its principal place of business at 524 Main Street, Acton, Massachusetts 01720, **OBW, INC.**, a Massachusetts corporation having its principal place of business at 524 Main Street, Acton, Massachusetts 01720, (each a "Guarantor" and, collectively with CML and the Borrowers, the "Guarantors") (CML, each of the Borrowers and each of the Guarantors are referred to collectively herein as the "Assignors" and individually as an "Assignor") and (d) **BANKBOSTON, N.A.** (f/k/a The First National Bank of Boston ("BKB"), a national banking association, as collateral agent under the Collateral Agency Agreement referred to below (in such capacity, the "Administrative Agent") for the Secured Parties (as such term is defined below).

WHEREAS, the Assignors, BKB, as administrative, collateral and documentation agent (the "Prior Administrative Agent") for itself and certain other lending institutions (the "Prior Lenders"), and the Prior Lenders entered into a Revolving Credit Agreement dated as of April 17, 1996, and restated as of August 27, 1997 (as amended, the "Original Credit Agreement");

WHEREAS, the Assignors, BKB, as administrative, collateral and documentation agent (the "Lenders' Administrative Agent") for itself and certain other lending institutions (the "Lenders"), and the Lenders have amended and restated the Original Credit Agreement as set forth in a Revolving Credit Agreement, dated as of April 17, 1996, and restated as of July 27, 1998 (as further amended, supplemented, modified or restated and in effect from time to time, the "Credit Agreement");

WHEREAS, CML has entered into a Note Purchase Agreement, dated as of the date hereof (as amended and in effect from time to time, the "Note Purchase Agreement"), with the State of Wisconsin Investment Board ("Wisconsin", and, together with any other holder of the Wisconsin Note, the "Noteholders") pursuant to which CML has issued a \$20,000,000 Secured Convertible Redeemable Subordinated Note, dated as of the date hereof (the "Wisconsin Note");

WHEREAS, the Administrative Agent, the Noteholders, CML, the Borrowers and certain subsidiaries of CML and the Borrowers have entered into a Collateral Agency and Sharing Agreement, dated as of the date hereof (as amended and in effect from time to time, the "Collateral Agency Agreement"), whereby BKB has agreed to act as collateral agent for the Secured Parties (as defined below);

WHEREAS, each of the Assignors expects to receive substantial direct and indirect benefits from (a) the extensions of credit to the Borrowers by the Lenders pursuant to the Credit Agreement and (b) the purchase by the Noteholders of the Wisconsin Note from CML pursuant to the Note Purchase Agreement (each of which benefits are hereby acknowledged);

WHEREAS, in connection with the execution and delivery of the Original Credit Agreement, the Assignors and the Prior Administrative Agent entered into a certain Trademark Collateral Assignment and Security Agreement, dated as of April 17, 1996 and ratified as of August 28, 1997 (the "Original Trademark Assignment"), which was recorded with the PTO (as defined below) on or about April 26, 1996 at Trademark (i) Reel 1457, Frame 0471, (ii) Reel 1457, Frame 0241 and (iii) Reel 1454, Frame 0442, and amended as of February 27, 1998, and recorded with the PTO on or about March 5, 1998 at Trademark (i) Reel 1694, Frame 0685, and (ii) Reel 1694, Frame 0666 as supplements to the provisions of the Security Agreement dated as of April 17, 1996 and restated as of the date hereof (as amended and in effect from time to time, the "Security Agreement") by and between the Assignors and the Lenders' Administrative Agent;

WHEREAS, in connection with the execution and delivery of the Credit Agreement and the Note Purchase Agreement each Assignor has executed and delivered to the Administrative Agent for the benefit of the Secured Parties the Security Agreement, pursuant to which each Assignor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of each Assignor's personal property and fixture assets, including without limitation the trademarks, servicemarks, trademark and servicemark registrations, and trademark and servicemark registration applications listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations;

WHEREAS, it is a condition precedent to (a) the Lenders making any loans or otherwise extending credit to the Borrowers under the Credit

Agreement and (b) the Noteholders purchasing from CML the Wisconsin Note, that each of the Assignors execute and deliver to the Administrative Agent, for the benefit of the Secured Parties, this Trademark Agreement, which amends and restates the Original Trademark Assignment; and

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

1. DEFINITIONS.

All capitalized terms used herein without definition shall have the respective meanings provided therefor in the Collateral Agency Agreement, or, if not defined in the Collateral Agency Agreement, in the Security Agreement. In addition, the following terms shall have the meanings set forth in this §1 or elsewhere in this Trademark Agreement referred to below:

Assignment of Marks. See §2.1.

Associated Goodwill. All goodwill of any of the Assignors and their businesses, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Obligations. The "Secured Obligations", as such term is defined in the Collateral Agency Agreement.

Pledged Trademarks. All of the Assignors' right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

PTO. The United States Patent and Trademark Office.

Related Assets. All assets, rights and interests of any Assignor that uniquely reflect or embody the Associated Goodwill, including the following:

(a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and

(b) the following documents and things in the possession or under the control of any Assignor, or subject to its demand for possession or

control, related to the production, delivery, provision and sale by any Assignor, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of any Assignor in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of any Assignor, its affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by any Assignor (or any of its affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

Secured Parties. The Administrative Agent, the Lenders' Administrative Agent, the Lenders, and the Noteholders.

Trademark Agreement. This Trademark Collateral Security and Pledge Agreement, as amended and in effect from time to time.

Trademark License Rights. Any and all past, present or future rights and interests of any Assignor pursuant to any and all past, present and future franchising or licensing agreements in favor of such Assignor, or to which such Assignor is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future,

including the right (but not the obligation) in the name of such Assignor or the Administrative Agent to enforce, and sue and recover for, any breach or violation of any such agreement to which such Assignor is a party.

Trademark Registrations. All past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of any Assignor or the Administrative Agent, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of any Assignor or the Administrative Agent for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of any Assignor, that (i) are set forth on Schedule A hereto, or (ii) have been adopted, acquired, owned, held or used by any Assignor or are now owned, held or used by such Assignor, in such Assignor's business, or with such Assignor's products and services, or in which such Assignor has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and used by any Assignor in such Assignor's business or with such Assignor's products and services, or in which such Assignor in the future acquires any right, title or interest.

use. With respect to any Trademark, all uses of such Trademark by, for or in connection with any Assignor or its business or for the direct or indirect benefit of such Assignor or its business, including all such uses by such Assignor itself, by any of the affiliates of such Assignor, or by any franchisee, licensee or contractor of such Assignor.

Unless otherwise provided herein, the rules of interpretation set forth in the Collateral Agency Agreement shall be applicable to this Trademark Agreement.

2. GRANT OF SECURITY INTEREST.

2.1. Security Interest; Assignment of Marks. As collateral security for the payment and performance in full of all of the Obligations, each Assignor hereby unconditionally grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in and first priority lien on the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Administrative Agent for the benefit of the Secured Parties. In addition, each Assignor has executed in blank and delivered to the Administrative Agent an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks"). Each Assignor hereby authorizes the Administrative Agent to complete as assignee and record with the PTO the Assignment of Marks upon the occurrence and during the continuance of an Actionable Default and the proper exercise of the Administrative Agent's remedies under this Trademark Agreement and the Security Agreement.

2.2. Conditional Assignment. In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks provided in §2.1, each Assignor grants, assigns, transfers, conveys and sets over to the Administrative Agent, for the benefit of the Secured Parties, each Assignor's entire right, title and interest in and to the Pledged Trademarks; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Actionable Default and (ii) either (A) upon the written demand of the Administrative Agent at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Administrative Agent) upon the occurrence of an Acceleration Event or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Security Agreement and applicable law (including the transfer or other disposition of the Collateral by any of the Assignors to the Administrative Agent or its nominee in lieu of foreclosure).

2.3. Supplemental to Security Agreement. Pursuant to the Security Agreement each Assignor has granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Security Agreement, and all rights and interests of the Administrative Agent in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Agreement, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Administrative

Agent in the Collateral (including the Pledged Trademarks) pursuant to the Security Agreement and this Trademark Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Pledged Marks), or any present or future rights and interests of the Administrative Agent in and to the Collateral under or in connection with the Security Agreement, this Trademark Agreement or the Uniform Commercial Code. Any and all rights and interests of the Administrative Agent in and to the Pledged Trademarks (and any and all obligations of any Assignor with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Administrative Agent (and the obligations of each Assignor) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Each Assignor represents, warrants and covenants that: (i) Schedule A sets forth a true and complete list of all Trademarks and Trademark Registrations now owned, licensed, controlled or used by such Assignors; (ii) such Trademarks and Trademark Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks or Trademark Registrations; (iii) to the best of such Assignor's knowledge, each of the Trademarks and Trademark Registrations is valid and enforceable; (iv) to the best of such Assignor's knowledge, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights; (v) no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person, and to the best of such Assignor's knowledge, there is no infringement by such Assignor of the trademark rights of others; (vi) such Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of its respective Trademarks (other than ownership and other rights reserved by third party owners with respect to Trademarks that such Assignor is licensed to use), free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by such Assignor not to sue third persons, other than the security interest and assignment created by the Security Agreement and this Trademark Agreement; (vii) such Assignor has the unqualified right to enter into this Trademark Agreement and to perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents, consultants, licensors and licensees that will enable them to comply with the covenants herein contained; (viii) such Assignor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks; (ix) such Assignor has used, and will continue to use for the

duration of this Trademark Agreement, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks; (x) this Trademark Agreement, together with the Security Agreement, will create in favor of the Administrative Agent a valid and perfected first priority security interest in the Pledged Trademarks upon making the filings referred to in clause (xi) of this §3; and (xi) except for the filing of financing statements with the Secretaries of State for the Commonwealth of Massachusetts, the State of Minnesota and the State of California under the Uniform Commercial Code and the recording of this Trademark Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (A) for the grant by such Assignor or the effectiveness of the security interests and assignments granted hereby or for the execution, delivery and performance of this Trademark Agreement by such Assignor, or (B) for the perfection of or the exercise by the Administrative Agent of any of its rights and remedies hereunder.

4. INSPECTION RIGHTS.

Each Assignor hereby grants to the Administrative Agent and the Secured Parties and their employees and agents the right to visit each such Assignor's plants and facilities that manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

5. NO TRANSFER OR INCONSISTENT AGREEMENTS.

Without the Administrative Agent's prior written consent and except for licenses of the Pledged Trademarks in the ordinary course of any Assignors' business consistent with its past practices, none of the Assignors will (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Pledged Trademarks, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with such Assignor's obligations under this Trademark Agreement or the Security Agreement.

6. AFTER-ACQUIRED TRADEMARKS, ETC.

6.1. After-acquired Trademarks. If, before the Obligations shall have been finally paid and satisfied in full, any Assignor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Trademark Agreement shall automatically apply thereto and such Assignor shall promptly provide to the Administrative Agent notice thereof in writing and execute and deliver to the Administrative Agent such documents or instruments as the Administrative

Agent may reasonably request further to implement, preserve or evidence the Administrative Agent's interest therein.

6.2. Amendment to Schedule. Each Assignor authorizes the Administrative Agent to modify this Trademark Agreement and the Assignment of Marks, without the necessity of such Assignor's further approval or signature, by amending Schedule A hereto and the Annex to the Assignment of Marks to include any future or other Trademarks, Trademark Registrations or Trademark Rights under §2 or §6.

7. TRADEMARK PROSECUTION.

7.1. Each Assignor Responsible. Each Assignor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Pledged Trademarks, and shall hold the Administrative Agent and each of the Secured Parties harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Administrative Agent or any of the Secured Parties in connection with the Administrative Agent's interest in the Pledged Trademarks or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated hereby. In respect of such responsibility, each Assignor shall retain trademark counsel acceptable to the Administrative Agent.

7.2. Assignors' Duties, etc. Each Assignor shall have the right and the duty, through trademark counsel acceptable to the Administrative Agent, to prosecute diligently any trademark registration applications of the Trademarks pending as of the date of this Trademark Agreement or thereafter, to preserve and maintain all rights in the Trademarks and Trademark Registrations, including the filing of appropriate renewal applications and other instruments to maintain in effect the Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark Registrations. Any expenses incurred in connection with such applications and actions shall be borne by each such Assignor. None of the Assignors shall abandon any filed trademark registration application, or any Trademark Registration or Trademark, without the consent of the Administrative Agent, which consent shall not be unreasonably withheld.

7.3. Assignors' Enforcement Rights. Each Assignor shall have the right and the duty to bring suit or other action in such Assignor's own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights. Such Assignor may require the Administrative Agent to join in such suit or action as necessary to assure such Assignor's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Administrative Agent is completely satisfied that such joinder will not subject the Administrative Agent or any other Secured Parties to any risk of liability. Each Assignor shall promptly, upon demand, reimburse and indemnify the

Administrative Agent for all damages, costs and expenses, including legal fees, incurred by the Administrative Agent pursuant to this §7.3.

7.4. Protection of Trademarks, etc. In general, each Assignor shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Pledged Trademarks. None of the Assignors shall take or fail to take any action, or permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of the Pledged Trademarks.

7.5. Notification by Assignors. Promptly upon obtaining knowledge thereof, each Assignor will notify the Administrative Agent in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or Trademark Registrations or such Assignor's rights, title or interests in and to the Pledged Trademarks, and of any event that does or reasonably could materially adversely affect the value of any of the Pledged Trademarks, the ability of such Assignor or the Administrative Agent to dispose of any of the Pledged Trademarks or the rights and remedies of the Administrative Agent in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks).

8. REMEDIES.

Upon the occurrence and during the continuance of an Actionable Default, the Administrative Agent shall have, in addition to all other rights and remedies given it by this Trademark Agreement (including, without limitation, those set forth in §2.2, and the Collateral Agency Agreement and the Security Agreement), those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the Commonwealth of Massachusetts, and, without limiting the generality of the foregoing, the Administrative Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to any Assignor, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that any Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by the Administrative Agent in attempting to enforce this Trademark Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in or by reference in the Security Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to each effected Assignor at least ten (10) days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which each Assignor

hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Administrative Agent may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of.

9. COLLATERAL PROTECTION.

If any Assignor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of any Assignor shall be breached, the Administrative Agent, in its own name or that of such Assignor (in the sole discretion of the Administrative Agent), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and each Assignor agrees promptly to reimburse the Administrative Agent for any cost or expense incurred by the Administrative Agent in so doing.

10. POWER OF ATTORNEY.

If any Actionable Default shall have occurred and be continuing, each Assignor does hereby make, constitute and appoint the Administrative Agent (and any officer or agent of the Administrative Agent as the Administrative Agent may select in its exclusive discretion) as such Assignor's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse such Assignor's name on all applications, documents, papers and instruments necessary for the Administrative Agent to use the Pledged Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of such Assignor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that such Assignor is obligated to execute and do hereunder. Each Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases the Administrative Agent and the other Secured Parties from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Administrative Agent under this power of attorney (except for the Administrative Agent's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement.

11. FURTHER ASSURANCES.

Each Assignor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining

consents of third parties), as the Administrative Agent may request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to the Administrative Agent the grant, perfection and priority of the Administrative Agent's security interest in the Pledged Trademarks.

12. TERMINATION.

At such time as all of the Obligations have been finally paid and satisfied in full, and subject to any other requirements of the Collateral Agency Agreement, this Trademark Agreement shall terminate and the Administrative Agent shall, upon the written request and at the expense of the Assignors, execute and deliver to each Assignor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in each Assignor the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Administrative Agent by each Assignor pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Administrative Agent pursuant hereto or the Security Agreement.

13. COURSE OF DEALING.

No course of dealing between any Assignor and the Administrative Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Administrative Agent, any right, power or privilege hereunder or under the Security Agreement or any other 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.

14. EXPENSES.

Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the Administrative Agent in connection with the preparation of this Trademark Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, 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 or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid the Assignors.

15. OVERDUE AMOUNTS.

Until paid, all amounts due and payable by any Assignor hereunder shall be a debt secured by the Pledged Trademarks and other Collateral and shall bear, whether before or after judgment, (a) so long as any Obligations remain outstanding under the Credit Agreement, interest at the rate of interest for overdue principal set forth in the Credit Agreement, and (b) thereafter, at the rate of interest for overdue principal set forth in the Note Purchase Agreement.

16. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE ADMINISTRATIVE AGENT NOR ANY OF THE OTHER SECURED PARTIES ASSUMES ANY LIABILITIES OF ANY ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING ANY SUCH ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF EACH ASSIGNOR, AND THE ASSIGNORS SHALL INDEMNIFY THE ADMINISTRATIVE AGENT AND THE OTHER SECURED PARTIES FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE ADMINISTRATIVE AGENT OR ANY OF THE OTHER SECURED PARTIES WITH RESPECT TO SUCH LIABILITIES.

17. NOTICES.

Except as otherwise expressly provided in this Trademark Agreement, all notices and other communications made or required to be given pursuant to this Trademark Agreement shall be in writing and shall be delivered in hand, mailed by United States registered or certified first-class mail, postage prepaid, sent by overnight courier, or sent by telegraph, telecopy, facsimile or telex and confirmed by delivery via courier or postal service, addressed as follows:

(a) if to any Assignor, at CML Group, Inc., 524 Main Street, Acton, Massachusetts 01720, U.S.A., Attention: Chief Financial Officer, with a copy to the Chief Financial Officer of each affected Assignor at each such Assignor's principal place of business as listed on the preamble to this Trademark Agreement, or at such other address for notice as any such Assignor shall last have furnished in writing to the Person giving the notice, and

(b) if to the Administrative Agent, at BankBoston, N.A., 100 Federal Street, Boston, Massachusetts 02110, USA, Attention: Mark J. Forti, Vice President or at such other address for notice as the

Administrative Agent shall last have furnished in writing to the Person giving the notice.

Any such notice or demand shall be deemed to have been duly given or made and to have become effective (i) if delivered by hand, overnight courier or facsimile to a responsible officer of the party to which it is directed, at the time of the receipt thereof by such officer or the sending of such facsimile and (ii) if sent by registered or certified first-class mail, postage prepaid, on the third Business Day following the mailing thereof.

18. AMENDMENT AND WAIVER.

This Trademark Agreement is subject to modification only by a writing signed by the Administrative Agent (in accordance with the provisions of the Collateral Agency Agreement) and each Assignor, except as provided in §6.2. The Administrative Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in compliance with the provisions of the Collateral Agency Agreement. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion

19. GOVERNING LAW; CONSENT TO JURISDICTION.

THIS TRADEMARK AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS. Each Assignor agrees that any suit for the enforcement of this Trademark Agreement may be brought in the courts of the Commonwealth of Massachusetts or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Assignors by mail at the address specified in §17 of this Agreement. Each of the Assignors (other than CML) hereby expressly appoints CML at the address specified in §17 of this Agreement as its agent for services of process. Each Assignor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

20. WAIVER OF JURY TRIAL.

EACH ASSIGNOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS TRADEMARK AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, each Assignor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. Each Assignor (i) certifies that neither the Administrative Agent, nor any of the other Secured Parties nor any representative, agent or attorney of the


Administrative Agent or any of the other Secured Parties has represented, expressly or otherwise, that the Administrative Agent or any of the other Secured Parties would not, in the event of litigation, seek to enforce the foregoing waivers, and (ii) acknowledges that, in entering into the Credit Documents to which the Administrative Agent or any of the other Secured Parties is a party, the Administrative Agent and the other Secured Parties are relying upon, among other things, the waivers and certifications contained in this §20.

21. MISCELLANEOUS.


The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon each Assignor and its respective successors and assigns, and shall inure to the benefit of the Administrative Agent, the other Secured Parties and their respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and the Collateral Agency Agreement, or between this Trademark Agreement and the Security Agreement, the provisions of the Collateral Agency Agreement or the Security Agreement, as the case may be, shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. Each Assignor acknowledges receipt of a copy of this Trademark Agreement.

IN WITNESS WHEREOF, this Trademark Assignment has been executed as an instrument under seal as of the day and year first above written.


CML GROUP, INC.

By: 
Glenn E. Davis,
Vice President-Finance

**NORDICTRACK, INC.
NORDIC ADVANTAGE, INC.
SMITH & HAWKEN, LTD.
(d/b/a Hear Music)**


By: 
Glenn E. Davis, Vice President

**OTNC, INC.
BFPI, INC. (d/b/a Hear Music)
OCR, INC.
OBW, INC.
WFH GROUP, INC.**

By: 
Glenn E. Davis, Vice President

Accepted:

BANKBOSTON, N.A.
(f/k/a The First National Bank of Boston),
as Administrative Agent

By: 
Mark J. Forti, Vice President

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 27th day of July, 1998, personally appeared Glenn E. Davis to me known personally, and who, being by me duly sworn, deposes and says that he is the Vice President-Finance of CML Group, Inc. and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Glenn E. Davis acknowledged said instrument to be the free act and deed of said corporation.

Mary Ellen
Notary Public
My commission expires: 7/12/02

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 27th day of July, 1998, personally appeared Glenn E. Davis to me known personally, and who, being by me duly sworn, deposes and says that he is the Vice President of NordicTrack, Inc., Nordic Advantage, Inc., OTNC, Inc., Smith & Hawken, Ltd., and BFPI, Inc. (d/b/a Hear Music) and that said instrument was signed and sealed on behalf of said corporations by authority of their respective Boards of Directors, and said Glenn E. Davis acknowledged said instrument to be the free act and deed of said corporations.

Mary Ellen
Notary Public
My commission expires: 7/12/02

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 27th day of July, 1998, personally appeared Glenn E. Davis to me known personally, and who, being by me duly sworn, deposes and says that he is the Vice President of OCR, Inc., OBW, Inc., and WFH Group, Inc.. and that said instrument was signed and sealed on behalf of said corporations by authority of their respective Boards of Directors, and said Glenn E. Davis acknowledged said instrument to be the free act and deed of said corporations.

Mary J. Forti
Notary Public
My commission expires: 7/12/02

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 27th day of July, 1998, personally appeared Mark J. Forti to me known personally, and who, being by me duly sworn, deposes and says that he is a Vice President of BankBoston, N.A. (f/k/a The First National Bank of Boston) and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Mark J. Forti acknowledged said instrument to be the free act and deed of said corporation.

Mary J. Forti
Notary Public
My commission expires: 7/12/02

SCHEDULE A

Nordictrack, Inc.

Trademarks and Trademark Registrations

<u>Trademark or Service Mark</u>	<u>Registrations -- United States Patent and Trademark Office Registration No.</u>	<u>Registration Date</u>
SKYFLYER	2,159,736	5/19/98
FITNESSWORKS	2,157,759	5/12/98
LEGSHAPER PLUS	2,155,684	5/5/98
POWERTREAD	5,157,638	5/12/98
POWERTREAD PLUS	2,157,639	5/12/98
PROPLUS	2,157,640	5/12/98
ULTRALIFT	2,168,403	6/23/98
CTX	2,124,269	12/23/97
NORDICRIDER	2,072,495	6/17/97
LEG SHAPER PLUS	2,101,709	9/30/97
AB WORKS	2,026,243	12/24/96
THE NORDICTRACK WOMAN	1,992,454	8/13/96
TOTAL BODY TREADMILL	1,909,568	8/1/95
FITNESS RIDER	1,900,002	6/13/95
NORDICTRACK FITNESS AT HOME	1,921,203	9/19/95
NORDICTRACK 900	1,890,618	4/18/95
FIGUREFLEX	1,879,269	2/14/95
NORDIC XC	1,898,417	6/6/95
YANKEE	1,885,075	3/21/95

NORDICTRACK PRO JR.	1,890,616	4/18/95
WALKFIT	1,854,270	9/13/94
NORDICTRACK ADVENTURER	1,860,465	10/25/94
EXERSCIENCE	1,847,167	7/26/94
ACTIVE AMERICAN	1,866,943	12/13/94
TWIST 'N SKI	1,836,273	5/10/94
PERFORMANCE EDGE	1,833,418	4/26/94
EXERSCIENCE	1,847,987	8/2/94
HOME HEALTH CLUB	1,849,654	8/9/94
NORDICFLEX	1,771,621	5/18/93
EXERSCIENCE	1,797,333	10/5/93
FITNESS AS SPORT	1,769,389	5/4/93
NORDICFLEX GOLD	1,762,126	3/30/93
SPORT SIMULATOR	1,752,071	2/9/93
EXERSCIENCE	1,757,363	3/9/93
NORDICSPORT	1,769,381	5/4/93
NORDICGOLD	1,760,019	3/23/93
NORDIC ADVANTAGE	1,687,354	5/12/92
NORDICTRACK PRO	1,713,881	9/8/92
THE WORLD'S BEST AEROBIC EXERCISER	1,700,003	7/7/92
CARDIOTRACK	1,707,850	8/18/92
NORDICTRACK	1,488,669	5/17/88

Nordictrack, Inc.

Trademark Applications

<u>Trademark or Service Mark</u>	<u>Serial No.</u>	<u>Pending Applications -- United States Patent and Trademark Office Filing Date</u>
FITCYCLE	75-514723	6/26/98
NORDICTRACK	75-487566	5/19/98
NORDICTRACK FITNESS STORES	75-487568	5/19/98
CUSTOM STRIDE	75-481620	5/8/98
NORDICTRACK FITPACK	75-468486	4/15/98
STRENGTH STATION	75-464197	4/3/98
NORDICTRACK STRENGTH STATION	75-464198	4/3/98
ELLIPTACYCLE	75-453397	3/19/98
LEGSHAPER	75-424155	1/27/98
COMFORT STRIDE	Pending	7/13/98
FOLD-A-WAY	Pending	7/13/98
LEGSHAPER	75/424,155	1/27/98
ELLIPTICAL WALKER	75/273,245	4/11/97
E-MOTION	75-346235	8/25/97
E MOTION	75-346236	8/25/97
ELLIPSE	75-314470	6/25/97
E	75-314758	6/25/97
ORBIT	75-273244	4/11/97
E-WALK	75-273246	4/11/97
ELLIPTOR	75-273247	4/11/97
ELLIPTA	75-273248	4/11/97

NORDICTRACK TRIMFIT	75-266271	3/31/97
VERSALIFT	75-252654	3/6/97
ISOLIFT	75-252677	3/6/97
ELLIPSE	75-243469	2/18/97
CLASSIC PRO	75-231214	1/24/97
NORDICRIDER PLUS	75-179860	10/9/96

Smith & Hawken, Ltd.

Trademarks and Trademark Registrations

<u>Trademark</u> or <u>Service Mark</u>	<u>Registrations --</u> United States Patent and Trademark Office <u>Registration No.</u>	<u>Registration Date</u>
THE MORE I GARDEN, THE MORE I GROW	2,121,287	12/16/97
THE POTTING SHED	2,105,331	10/14/97
GREENGOODS	2,042,984	11/5/96
MUD FLATS	1,918,049	9/12/95
BIOSTACK	1,670,055	12/31/91
PETIT GIVERNY	1,659,799	10/8/91
GIVERNY	1,659,800	10/8/91
SMITH & HAWKEN	1,384,035	2/25/86

Smith & Hawkens, Ltd.

Trademark Applications

<u>Trademark</u> or <u>Service Mark</u>	<u>Pending Applications --</u> United States Patent and Trademark Office <u>Serial No.</u>	<u>Filing Date</u>
HANDS-ON-GARDNER	75-226453	1/16/97

EXHIBIT 1

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, _____, a corporation organized and existing under the laws of the State of _____, having a place of business at _____ (the "Assignor"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, _____, a _____ organized and existing under the laws of the State of _____, having a place of business at _____ (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this _____ day of _____, 199_.

[ASSIGNOR]

By: _____
Title:

ANNEX

**Trademark
or
Service Mark**

**Registrations --
United States Patent and Trademark Office
Registration No. Registration Date**