

09-11-2002

9/11/02

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)



102217541

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Acorn Products, Inc.
UnionTools, Inc.

9-11-02

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: CapitalSource Finance LLC

Internal Address:

Street Address: 4445 Willard Avenue, 12th Floor

City: Chevy Chase State: MD Zip: 20815

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Delaware Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 06/28/02

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 75/544,431;
75/455,074; 75/394,671; 75/492,677

B. Trademark Registration No.(s) 1,443,686;
341,333; 1,527,838; 2,246,641

Additional number(s) attached Yes No

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

Name: George M. Borababy

Internal Address:

Street Address: Patton Boggs LLP
2550 M Street, N.W.

City: Washington State: DC Zip: 20037

6. Total number of applications and registrations involved:

69

7. Total fee (37 CFR 3.41).....\$ 1,740.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-0709

DO NOT USE THIS SPACE

9. Signature

George M. Borababy
Name of Person Signing

George M. Borababy
Signature

9/11/02
Date

64

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

09/11/2002 08:10:01 00000186 75544431

01 FC:441 40.00 OP
02 FC:442 1700.00 OP

**Recordation Form Cover Sheet
Trademarks**

4. Continuation of Trademark Registration Numbers:

- 1,812,721
- 769,480
- 2,545,206
- 1,601,927
- 1,548,902
- 411,852
- 1,887,763
- 1,041,659
- 396,197
- 1,042,144
- 396,822
- 2,190,803
- 2,423,599
- 581,301
- 2,310,004
- 1,713,087
- 2,102,295
- 2,041,163
- 2,162,872
- 2,041,438
- 2,006,551
- 1,921,245
- 2,362,497
- 1,505,627
- 2,246,637
- 1,780,782
- 2,078,068
- 1,909,748
- 2,210,122
- 1,356,277
- 1,968,748
- 1,493,917
- 2,028,501
- 2,489,722
- 1,673,370
- 2,191,502
- 1,873,110
- 2,227,909

- 599,929
- 2,113,054
- 2,411,180
- 2,239,387
- 1,926,296
- 981,010
- 1,870,343
- 2,278,849
- 757,267
- 2,248,773
- 1,228,191
- 1,272,372
- 1,229,332
- 1,782,030
- 2,034,581
- 1,617,346
- 1,619,472
- 769,481
- 2,023,089
- 2,283,503

Continuation of Trademark Application Numbers:

- 75/826,725
- 76/402,212
- 76/357,646

INTELLECTUAL PROPERTY
SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "**Agreement**"), dated June 28, 2002, is by and between **ACORN PRODUCTS, INC.**, a Delaware corporation (the "**Parent**"), **UNIONTOOLS, INC.**, a Delaware corporation ("**Union**", and together with Parent, individually and collectively, "**Debtor**"), and CAPITALSOURCE FINANCE LLC, a Delaware limited liability company, as administrative agent and collateral agent for Lenders (in such capacities, "**Secured Party**") pursuant to the Loan Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Debtor is the owner of or has the right to use (a) the trademarks, trade names, terms, designs and applications, (b) the copyrights, rights and interests in copyrights, works protectable by copyrights, registrations and applications, and (c) the patents and patent applications and the inventions, invention disclosures, improvements and patentable inventions, each described in Exhibit A hereto and made a part hereof; and

WHEREAS, Secured Party, Lenders and Debtor have entered into financing arrangements pursuant to which Lenders will make loans and advances and provide other financial accommodations to Debtor as set forth in the Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof, by and between Secured Party, Lenders and Debtor (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "**Loan Agreement**") and the other Loan Documents; and

WHEREAS, in order to induce Secured Party and Lenders to enter into the Loan Agreement and the other Loan Documents and to make loans and advances and provide other financial accommodations to Debtor pursuant thereto, each Debtor has agreed to grant to Secured Party, for the benefit of Lenders, certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Debtor hereby agrees as follows:

1. **GRANT OF SECURITY INTEREST**

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), each Debtor hereby grants to Secured Party, for its benefit and the benefit of Lenders, a continuing security interest in and a general lien upon, and a conditional assignment of conditioned upon the circumstances described in Section 9, the following (being collectively referred to herein as the "**Collateral**"):

(a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country,

including, without limitation, those listed on Exhibit A hereto, and all research and development relating to the foregoing; (ii) all renewals thereof; and (iii) all designs and general intangibles of a like nature (all of the foregoing being collectively referred to herein as the “**Trademarks**”);

(b) all of Debtor’s now existing or hereafter acquired right, title and interest in and to: (i) all patents, patent applications, inventions, invention disclosures and improvements, and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, those listed on Exhibit A hereto, and all research and development relating to the foregoing; and (ii) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing (all of the foregoing being collectively referred to herein as the “**Patents**”);

(c) all of Debtor’s now existing or hereafter acquired right, title, and interest in and to: (i) copyrights, rights and interests in copyrights, works protectable by copyright, all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Copyright Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, those listed on Exhibit A hereto, and all research and development relating to the foregoing; and (ii) all renewals of any of the foregoing (all of the foregoing being collectively referred to herein as the “**Copyrights**”);

(d) the goodwill of the business symbolized by any Trademark, Patent or Copyright, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing such Trademark, Patent or Copyright;

(e) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith;

(f) the right to sue for past, present and future infringements thereof;

(g) all rights corresponding thereto throughout the world; and

(h) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by any Debtor against third parties for past or future infringement of any of the Collateral.

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Secured Party, for its benefit and the benefit of Lenders, pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all Obligations (as such term is defined in the Loan Agreement), whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Loan Agreement or after the commencement of any case with respect to Debtor under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Secured Party or Lenders.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby, jointly and severally, represents, warrants and covenants with and to Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding (other than contingent liabilities and indemnities that survive repayment of the Loans and termination of the Commitments)):

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is valid and subsisting in full force and effect, and each Debtor, as applicable, has the right to use, and the right and power to grant the security interest and conditional assignment granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks, Patents and/or Copyrights as registered and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Documents, (ii) the Permitted Liens, and (iii) the licenses and encumbrances described under Section 3(e) below.

(c) No Debtor shall grant a security interest in or lien upon or otherwise encumber any of the Collateral without the prior written consent of Secured Party which shall not be unreasonably withheld. Nothing in this Agreement shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder.

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents requested at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Secured Party or as otherwise determined by Secured Party. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the United States Patent and Trademark Office, the United States Copyright Office and/or any other appropriate federal, state or government office or in any other country.

(e) As of the date hereof, no Debtor (i) has any Trademarks, Patents or Copyrights registered, or subject to pending applications, in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto, or (ii) has granted any licenses with respect to any of the Collateral or otherwise encumbered such Collateral other than as set forth in Exhibit B hereto.

(f) Each Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(g) Secured Party may, in its Permitted Discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to preserve, defend,

protect, maintain, record or enforce the Obligations, any of the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Debtor shall be liable to Secured Party for any such payment, which payment shall be deemed an Advance, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) After Debtor has filed any application for the registration of a Trademark, Patent or Copyright with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, or any similar office or agency in the United States, Debtor shall provide Secured Party prompt written notice of such action. If, after the date hereof, any Debtor shall (i) obtain any registered trademark, patent or copyright, or apply for any such registration in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark, patent or copyright registrations or applications for trademark, patent or copyright registration used in the United States or any State thereof, political subdivision thereof or in any other country, the provisions of this Agreement hereof shall automatically apply thereto. Upon the request of Secured Party, each Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the security interest in and conditional assignment of such Trademark, Patent or Copyright, as the case may be, in favor of Secured Party.

(i) Each Debtor shall render any assistance, as Secured Party shall determine is necessary in its Permitted Discretion, to Secured Party in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of any Collateral as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings, provided that Debtor has not, in the exercise of reasonable business judgment and after consultation with and consent of Secured Party, made a decision not to maintain such application and registration of the Collateral.

(j) To Pledgor's knowledge, no material infringement or unauthorized use presently is being made of any Collateral that would have a Material Adverse Effect on the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder, and otherwise, to Debtor's knowledge, no material infringement or unauthorized use presently is being made of any Collateral that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Secured Party. Debtor shall promptly notify Secured Party if any Debtor (or any affiliate or Subsidiary thereof or officer or director thereof) learns of any use by any person of any term or design which infringes on any Collateral or is likely to cause confusion with any of the Collateral the effect of which would have a Material Adverse Effect. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's Permitted Discretion, may deem advisable for the protection of Secured Party's interest in and to the Collateral.

(k) Debtor assumes all responsibility and liability arising from the use of the Collateral and Debtor, jointly and severally, hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by any Debtor (or any affiliate or

Subsidiary thereof) in connection with any Collateral or out of the manufacture, promotion, labeling, sale or advertisement of any such product by any Debtor (or any affiliate or Subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations (other than contingent liabilities and indemnities that survive repayment of the Loans and termination of the Commitments), the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(l) Debtor shall promptly pay Secured Party for any and all expenditures made by Secured Party pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and reasonable attorneys' fees and legal expenses. Such expenditures shall be payable on demand (with documentation provided), together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(m) Each Debtor shall deliver to Secured Party all documents, instruments and other items as may be necessary for Secured Party to file this Agreement with the United States Patent and Trademark Office and the United States Copyright Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country in order to record its security interest granted hereby and/or in order for Secured Party to maintain, perfect, protect or renew its security interest granted hereby. If, before the Obligations are indefeasibly paid in full in cash, Debtor acquires any new Trademarks, Patents or Copyrights, or rights thereto, Debtor shall give to Secured Party prompt written notice thereof and this Agreement shall apply to any such new Trademarks, Patents or Copyrights, or rights thereto. Each Debtor shall: (i) prosecute any of its trademark, patent or copyright application at any time pending; (ii) make application for registration or issuance of all new trademarks, patents and copyrights as reasonably deemed appropriate by Debtor; (iii) preserve and maintain all rights in the Collateral except where Debtor elects not to in its reasonable business judgment; and (iv) use commercially reasonable efforts to obtain any consents, waivers or agreements necessary to enable Secured Party to exercise its remedies with respect to the Collateral. No Debtor shall abandon any material right to file a trademark, patent or copyright application nor shall any Debtor abandon any material pending trademark, patent or copyright application, or material Trademark, Patent or Copyright without the prior written consent of Secured Party. Debtor shall notify Secured Party immediately if it knows of any reason why any application, registration, or recording with respect to any Collateral may become abandoned, canceled, invalidated, avoided or avoidable. Each Debtor represents and warrants to Secured Party that the execution, delivery and performance of this Agreement by Debtor will not violate or cause a default under any of the Collateral or any agreement in connection therewith.

(o) Debtor, at its own cost, shall cooperate with Secured Party to perform all acts and execute all documents requested by Secured Party in its Permitted Discretion and prepare and file such amendments, updates, instructions or documents with the United States Patent and Trademark Office and the United States Copyright Office as is necessary to evidence, record, enforce, create, maintain and perfect or renew the security interest granted hereby or otherwise to effect fully the purposes, terms and conditions of this Agreement.

4. EVENTS OF DEFAULT

The occurrence of any one or more of the following shall constitute an "Event of Default" under this Agreement:

(a) Any Debtor shall fail to perform, observe or comply with, or otherwise be in violation, breach or default of, any covenant, obligation or agreement set forth in this Agreement and such failure

shall not be cured within the applicable period set forth herein; provided that, with respect to the covenants set forth in Article 3 (other than Sections 3(b) and 3(c) for which there shall be no cure period) Debtor shall have a fifteen (15) calendar day cure period commencing from the earlier of (i) Receipt by Debtor of written notice of such failure, breach, violation or default, and (ii) the time at which Debtor or any authorized officer thereof had actual knowledge of such failure, breach, violation or default;

(b) any representation, statement or warranty made or deemed made by any Debtor in this Agreement shall not be true and correct in all material respects or shall have been false or misleading in any material respect on the date when made or deemed to have been made (except to the extent the representation or warranty is already qualified by materiality or the phrase "Material Adverse Effect" or "Material Adverse Change," in which case it shall be true and correct in all respects and shall not be false or misleading in any respect);

(c) any Event of Default under any Loan Document shall occur and be continuing past any cure period and shall not have been waived in writing; or

(d) if prior to termination of this Agreement, this Agreement shall cease to be in full force and effect or any Lien or security interest created or granted hereunder shall cease to constitute a valid perfected first priority Lien and security interest on or assignment of the Collateral.

5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party, whether provided under this Agreement, the Loan Agreement, the other Loan Documents, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, any Debtor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may require that no Debtor nor any affiliate or Subsidiary of any Debtor make any use of the Collateral for any purpose whatsoever. Secured Party may make use of any Collateral for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to Secured Party by Debtor or any Subsidiary or affiliate of Debtor or for such other reason as Secured Party may determine.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of any Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Collateral (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Debtor agrees that Secured Party has no obligation to preserve rights to the Collateral against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its discretion determine. Debtor shall remain liable to Secured Party for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.

(f) Each Debtor shall supply to Secured Party or to Secured Party's designee, upon request, Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Collateral and Debtor's customer lists and other records relating to the Collateral and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under this Agreement, the other Loan Documents, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. INCORPORATION OF LOAN AGREEMENT AND LOAN DOCUMENTS

The Loan Agreement and each Loan Document and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

7. DEFINED TERMS

All capitalized terms used but not defined herein shall have the meanings given such terms in the Loan Agreement.

8. TERMINATION OF SECURITY INTEREST.

Upon indefeasible and irrevocable satisfaction and payment in cash in full of the Obligations (other than contingent obligations and indemnities that survive repayment of the Loans and termination of the Commitments) and termination of the Loan Agreement, subject to any disposition thereof which may have been made by Secured Party pursuant hereto or pursuant to any of the other Loan Documents, title to the Collateral that may have passed to Secured Party under Section 9 of this Agreement shall be automatically assigned back to the applicable Debtor and Secured Party shall promptly confirm such assignment back to the applicable Debtor of all right, title and interest to the Collateral. Upon indefeasible and irrevocable satisfaction and payment in cash in full of the Obligations and termination of the Loan Agreement, Secured Party shall, at Debtors' expense, promptly execute and deliver to the

applicable Debtor all termination statements and other instruments as may be necessary or proper to terminate, cancel and release Secured Party's security interest in the Collateral, subject to any disposition thereof which may have been made by Secured Party pursuant hereto or pursuant to any of the other Loan Documents.

9. CONDITIONAL ASSIGNMENT OF COLLATERAL

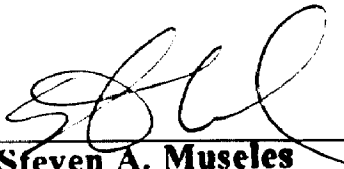
Upon the occurrence and during the continuation of an Event of Default, each Debtor automatically assigns, transfers and conveys to Secured Party, for its benefit and the benefit of Lenders, all Collateral owned or used by Debtor to the extent necessary to enable Secured Party to realize on the Collateral and any successor or assign to enjoy the benefits of the Collateral. Upon the occurrence and during the continuation of such Event of Default, Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate or otherwise dispose of the Collateral without the prior written consent of Secured Party, which shall not be unreasonably withheld. Notwithstanding any other provision of this Agreement, the assignment, transfer and conveyance shall not be effective as to any U.S. intent to use application to register a trademark until the amendment to allege use or statement of use has been accepted. This right and assignment shall inure to the benefit of Secured Party and Lenders and its and their successor, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such right and assignment is granted free of charge, without requirement that any monetary payment whatsoever including, without limitation, any royalty or license fee, made to Debtor or any other Person by Secured Party or any Lender.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

SECURED PARTY:

CAPITALSOURCE FINANCE LLC

By: 
Name: **Steven A. Museles**
Title: **Senior Vice President**

DEBTOR:

ACORN PRODUCTS, INC.

By: _____
Name: _____
Title: _____

UNIONTOOLS, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.


SECURED PARTY:

CAPITALSOURCE FINANCE LLC


By: _____
Name: _____
Title: _____

DEBTOR:

ACORN PRODUCTS, INC.

By: 
Name: John G. Jacob
Title: V.P. CFO

UNIONTOOLS, INC.

By: 
Name: John G. Jacob
Title: V.P. CFO

STATE OF Ohio)
COUNTY OF Franklin) ss.:

On this ____ day of June 2002, before me personally came John G. Jacob, to me known, who being duly sworn, did depose and say, that he is the VP - CFO of **ACORN PRODUCTS, INC.**, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Carole A. Johnson
Notary Public

STATE OF Ohio)
COUNTY OF Franklin) ss.:

On this ____ day of June 2002, before me personally came John G. Jacob, to me known, who being duly sworn, did depose and say, that he is the VP - CFO of **UNIONTOOLS, INC.**, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Carole A. Johnson
Notary Public



CAROLE A. JOHNSON
Notary Public, State of Ohio
My Commission Expires 09-20-05

STATE OF _____)
COUNTY OF _____) ss.:

On this ____ day of June 2002, before me personally came _____, to me known, who, being duly sworn, did depose and say, that he is the _____ of **CAPITALSOURCE FINANCE LLC**, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Managers of said limited liability company.

Notary Public

STATE OF _____)
) ss.:
COUNTY OF _____)

On this ____ day of June 2002, before me personally came _____, to me known, who being duly sworn, did depose and say, that he is the _____ of **ACORN PRODUCTS, INC.**, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Notary Public

STATE OF _____)
) ss.:
COUNTY OF _____)

On this ____ day of June 2002, before me personally came _____, to me known, who being duly sworn, did depose and say, that he is the _____ of **UNIONTOOLS, INC.**, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Notary Public

STATE OF Michigan)
) ss.:
COUNTY OF Macomb)

On this 25th day of June 2002, before me personally came Steven A. Nuseles, to me known, who, being duly sworn, did depose and say, that he is the Sr Vice President of **CAPITALSOURCE FINANCE LLC**, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Managers of said limited liability company.

Mary B. Lewis

Notary Public

My Commission Expires: 1/5/04

EXHIBIT A
TO
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

[see attached]

UnionTools, Inc.

Trademark Status Report (sorted alphabetically)

AMERICA'S BEST

US United States of America

Application Number: 73635381

Filing Date: 15-Dec-86

Class(es): 8

Goods: Hand operated shovels.

Next Action:

First Renewal

CaseNumber: 030157.2010 **Status:** Registered

Registration Number: 1443686

Registration Date: 16-Jun-87

Next Renewal Date: 16-Jun-07

Due On: 6/16/2007

ATLAS (STYLIZED)

US United States of America

Case Number: 030157.2040

Status: Renewed

71367636

Registration Number: 341333

24-Jul-35

Registration Date: 08-Dec-36

8

Next Renewal Date: 08-Dec-06

Goods:

Hand operated tools-namely, axes, cultivators, cutters, lettuce cutters, thistle, dock, and weed cutters, d-handles for tools, drags, manure drags, potato drags, phosphate drags, stone drags, edgers, lawn edgers, turf edgers, forks, light and heavy forks, alfalfa forks, asphalt forks, baling forks, ballast forks, barley forks, beet forks, clover forks, coal forks, coal scoop forks, coke forks, cotton seed forks, english digging forks, ensilage forks, fish forks, floral spading forks, grain forks, hay forks, header forks, manure forks, mill forks, phosphate forks, potato digging forks, pulp forks, shaving forks, spading forks, street forks, stone forks, stone picker forks, tanners' forks, tar forks, vegetable scoop forks, floral garden tools, ice chisels, hoes, beet hoes, blackland hoes, boys' hoes, corn hoes, cotton hoes, cotton chopper hoes, cultivator hoes, eye hoes, field hoes, floral hoes, garden hoes, grading hoes, grape hoes grub hoes, handled sprouting hoes, handled square eye hoes, ladies' hoes, mattock hoes, meadow hoes, mortar hoes, mortar mixer hoes, nursery hoes, nurserymen's hoes, onion hoes, planter hoes, rhode island hoes, riveted hoes, scuffle hoes, sprouting hoes, strawberry hoes, street hoes, sugar beet hoes, thinning hoes, tobacco hoes, warren hoes, weeding hoes, whirlwind hoes, clam hooks, garbage hooks, manure hooks, nurserymen's hooks, phosphate hooks, potato hooks, refuse hooks, stone hooks, lawn combs, pokers, rakes, asphalt rakes, brume rakes, clam rakes, curved tooth rakes, dandelion rakes, flat bow rakes, floral rakes, garden rakes, gravel rakes, lawn rakes, level head rakes, malleable rakes, pine needle rakes, road rakes, round bow rakes, single shank rakes, steel rakes, stone rakes, tar rakes, two-man rakes, wire lawn rakes, seedling setters, scoops, scrapers, barn floor scrapers, chicken house scrapers, deck scrapers, floor scrapers, ship scrapers, shovels, fire shovels, floral shovels, side walk cleaners, sod lifters, spades, concrete spades, hand spades, tool handles and parts thereof, trowels, garden trowels, nurserymen's trowels, transplanting trowels, weeders, dandelion weeders, hand weeders, onion weeders.

Next Action:

Next Renewal

Due On:

12/8/2006

BAD TO THE BONE

US United States of America

Application Number:

Filing Date:

Class(es):

Goods:

75544431

28-Aug-98

8

Hand-operated tools, namely, scoops, shovels, spades, sidewalk and barn floor scrapers, garden trowels and cultivators, posthole diggers, soil augers, rakes, hoes, forks, hooks, tool handles, vegetation knives and shears, pruning saws, lawn weeders, sod lifters, weed cutters, grass trimmers, bulb planters, mattocks, picks, wood-splitting wedges, mauls, heavy hammers, sledges, tampers, crow bars, tamping bars, wracking bars, snow shovels, and snow pushers.

Next Action:

Next Action:

SOU ACCEPTED?

REG RECEIVED?

Due On:

Due On:

10/24/2002

1/24/2003

CaseNumber: 030157.2050

Status: Allowed

Registration Number:

Registration Date:

Next Renewal Date:

BIG UGLY

US

United States of America

Application Number:

Filing Date:

Class(es):

Goods:

73742899

26-Jul-88

8

Hand operated snow shovels.

Next Action:

First Renewal

Due On:

3/7/2009

CaseNumber: 030157.2210

Status: Registered

Registration Number:

Registration Date:

Next Renewal Date:

1527838

07-Mar-89

07-Mar-09

COMFORT WAVES

US United States of America

Application Number: 75333872

Filing Date: 28-Jul-97

Class(es): 8

Goods:

Tool handle, sold as a component part of garden tools, namely, vegetation knives and pruning saws, bypass pruners, anvil pruners, bypass loppers, grass shears, hedge shears, bow saws, folding saws, pole pruners, and floral pruners.

Next Action:

Next Action:

SECTION 8 DUE!

First Renewal

Due On: 5/18/2005

Due On: 5/18/2009

CONTRACTOR TOUGH

US United States of America

Application Number: 74288006

Filing Date: 25-Jun-92

Class(es): 8

Goods:

Hand-operated tools; namely, scoops, shovels, spades, sidewalk and barn floor scrapers, garden trowels and cultivators, posthole diggers, soil augers, rakes, hoes, forks, hooks, tool handles, vegetation knives and shears, pruning saws, lawn weeders, sod lifters, weed cutters, grass trimmers, bulb planters, mattocks, picks, wood-splitting wedges, mauls, heavy hammers, sledges, tampers, crow bars, tamping bars, wrecking bars, snow shovels, and snow pusher.

Next Action:

First Renewal

Due On: 12/21/2003

CaseNumber: 030157.2270 Status: Registered

Registration Number: 2246641

Registration Date: 18-May-99

Next Renewal Date: 18-May-09

CaseNumber: 030157.2280 Status: Canceled

Registration Number: 1812721

Registration Date: 21-Dec-93

Next Renewal Date: 21-Dec-03

DUB-L SPRING

US United States of America

Application Number: 72174136**Filing Date:** 31-Jul-63**Class(es):** 8**Goods:** Hand-Operated Lawn and Garden Tools-Namely, Shovels, Forks, Rakes, Hoes, Hooks, Lawn Rakes and Cultivators.**Next Action:** Next Renewal

Due On: 5/12/2004

CaseNumber: 030157.2310**Status:** Renewed**Registration Number:** 769480**Registration Date:** 12-May-64**Next Renewal Date:** 12-May-04**DURA-LOCK**

US United States of America

Application Number: 75763010**Filing Date:** 28-Jul-99**Class(es):** 8**Goods:** Component part of a hand held garden tool for connecting and disconnecting the head of the garden tool and the handle of the garden tool.**Next Action:** SECTION 8 DUE!

Due On: 3/5/2008

Next Action: First Renewal

Due On: 3/5/2012

CaseNumber: 030157.2320**Status:** Registered**Registration Number:** 2545206**Registration Date:** 05-Mar-02**Next Renewal Date:** 05-Mar-12**DURA-TORQUE**

US United States of America

Application Number: 73833746**Filing Date:** 25-Oct-89**Class(es):** 8**Goods:** Hand-operated tools, namely, scoops, shovels, spades, sidewalk and barn floor scrapers, garden trowels and cultivators, posthole diggers, soil augers, rakes, hoes, forks, hooks, tool handles, vegetation knives and shears, pruning saws, lawn edgers, lawn weeders, sod lifters, weed cutters, grass trimmers, bulb planters, mattocks, picks, wood-splitting wedges, mauls, heavy hammers, sledges, tampers, crow bars, tamping bars, wrecking bars, snow shovels, and snow pushers.**Next Action:** Next Renewal

Due On: 6/19/2010

CaseNumber: 030157.2330**Status:** Renewed**Registration Number:** 1601927**Registration Date:** 19-Jun-90**Next Renewal Date:** 19-Jun-10

Wednesday, June 12, 2002

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EASY EDGER (STYLIZED)

US United States of America

Application Number:

Filing Date:

Class(es):

Goods:

Next Action:

ENGLISH GARDENER

US United States of America

Application Number:

Filing Date:

Class(es):

Goods:

Next Action:

ENGLISH GARDENS

US United States of America

Application Number:

Filing Date:

Class(es):

Goods:

Next Action:

CaseNumber: 030157.2350

Registration Number: 1548902

Registration Date: 25-Jul-89

Next Renewal Date: 25-Jul-09

Due On: 7/25/2009

Status: Allowed

CaseNumber: 030157.2370

Registration Number:

Registration Date:

Next Renewal Date:

Hand-operated tools, namely, open back, closed back, and solid shank dirt and transfer shovels; coal shovels; street shovels; eastern and western steel shovels; steel, bamboo, and poly lawn and leaf rakes; rakes; hoes; cultivators; edgers; weed cutters; grass trimmers; spading forks, and farm and industrial forks; deck tools, cultivators, soil knives and trowels.

Due On: 7/6/2002

Status: Allowed

CaseNumber: 030157.2380

Registration Number:

Registration Date:

Next Renewal Date:

Hand-operated tools, namely, open back, closed back, and solid shank dirt and transfer shovels; coal shovels; street shovels; eastern and western steel shovels; steel, bamboo, and poly lawn and leaf rakes; rakes; hoes; cultivators; edgers; weed cutters; grass trimmers; spading forks, and farm and industrial forks; deck tools, cultivators, soil knives and trowels.

Due On: 7/6/2002

EZ DUZ IT (STYLIZED)

US United States of America

CaseNumber: 030157.2390

Status: Renewed

71472913

Registration Number: 411852

03-Aug-44

Registration Date: 06-Feb-45

8

Next Renewal Date: 06-Feb-05

Goods:

Hand Operated Tools-Namely, [Axes,]Cultivators, [Cutters, Lettuce Cutters, Thistle,]Dock and Weed Cutters, D-Handles [for Tools, Manure Drags, Potato Drags, Phosphate Drags, Stone Drags, Lawn Edgers, Turf Edgers, Light and Heavy Forks, Alfalfa Forks, Asphalt Forks, Baling Forks, Ballast Forks, Barley Forks, Beet Forks, Clover Forks, Coal Forks, Coal Scoop Forks, Coke Forks, Cotton Seed Forks, English Digging Forks, Ensilage Forks, Fish Forks, Floral Spading Forks, Grain Forks, Hay Forks, Header Forks, Manure Forks, Mill Forks, Phosphate Forks, Potato Digging Forks, Pulp Forks, Shaving Forks, Spading Forks, Street Forks, Stone Forks, Stone Picker Forks, Tanners' Forks, Tar Forks, Vegetable Scoop Forks, Floral Garden Tools, Ice Chisels, Hoes, Beet Hoes, Blackland Hoes, Boys' Hoes, Corn Hoes, Cotton Hoes, Cotton Chopper Hoes, Cultivator Hoes, Eye Hoes, Field Hoes, Floral Hoes, Garden Hoes, Grading Hoes, Grape Hoes, Grub Hoes, Handled Sprouting Hoes, Handled Square Eye Hoes, Ladies' Hoes, Mattock Hoes, Meadow Hoes, Mortar Hoes, Mortar Mixer Hoes, Nursery Hoes, Nurserymen's Hoes, Onion Hoes, Planter Hoes, Rhode Island Hoes, Riveted Hoes, Scuffle Hoes, Sprouting Hoes, Strawberry Hoes, Street Hoes, Sugar Beet Hoes, Thinning Hoes, Tobacco Hoes, Warren Hoes, Weeding Hoes, Whirlwind Hoes, Clam Hooks, Garbage Hooks, Manure Hooks, Nurserymen's Hooks, Phosphate Hooks, Potato Hooks, Refuse Hooks, Stone Hooks, Lawn Combs, Rakes, Asphalt Rakes, Brume Rakes, Clam Rakes, Curved Tooth Rakes, Dandelion Rakes, Flat Bow Rakes, Floral Rakes, Garden Rakes, Gravel Rakes, Lawn Rakes, Level Head Rakes, Malleable Rakes, Pine Needle Rakes, Road Rakes, Round Bow Rakes, Single Shank Rakes, Steel Rakes, Stone Rakes, Tar Rakes, Two-Man Rakes, Wire Lawn Rakes, Seeding Setters, Barn Floor Scrapers, Chicken House Scrapers, Deck Scrapers, Floor Scrapers, Ship Scrapers, Shovels, Fire Shovels, Floral Shovels, Side Walk Cleaners, Sod Lifters, Spades, Concrete Spades, Hand Spades, Tool Handles and Parts Thereof, Trowels, Garden Trowels, Nurserymen's Trowels, Transplanting Trowels, Weeders, Dandelion Weeders, Hand Weeders, Onion Weeders].

Next Action:

Next Renewal

Due On:

2/6/2005

EZ-FLEX
US

CaseNumber: 030157.2400 Status: Registered

United States of America

Application Number: 74414959
Filing Date: 21-Jul-93
Class(es): 8
Goods: Hand-operated tools; namely, scoops, shovels, spades, sidewalk and barn floor scrapers, garden trowels and cultivators, posthole diggers, soil augers, rakes, hoes, forks, hooks, tool handles, vegetation knives and shears, pruning saws, lawn weedeers, sod lifters, weed cutters, grass trimmers, bulb planters, mattocks, picks, wood-splitting wedges, mauls, heavy hammers, sledges, tampers, crow bars, tamping bars, wrecking bars, snow shovels, and snow pushers.

Registration Number: 1887763
Registration Date: 04-Apr-95
Next Renewal Date: 04-Apr-05

Next Action: First Renewal Due On: 4/4/2005

FARM KING
US

CaseNumber: 030157.2420 Status: Renewed

United States of America

Application Number: 73061103
Filing Date: 22-Aug-75
Class(es): 8
Goods: Hand-operated lawn and garden tools-namely, shovels, spades, scoops, rakes, hoes, forks, cultivators, vegetation cutters, tool handles, lawn edgers, drags, trowels and weedeers.

Registration Number: 1041659
Registration Date: 22-Jun-76
Next Renewal Date: 22-Jun-06

Next Action: Next Renewal Due On: 6/22/2006

FARMCRAFT

US United States of America

Case Number: 030157.2410 Status: Renewed

71450930

Registration Number: 396197

12-Feb-42

Registration Date: 30-Jun-42

8

Next Renewal Date: 30-Jun-02

Goods:

Hand operated tools-namely,axes, cultivators, cutters, lettuce cutters, hisidle, dock and weed cutters, d-handles for tools, drags, manure drags, potato drags, phosphate drags, stone drags, edgers, lawn edgers,turf edgers forks, light and heavy forks, alfalfa forks, asphalt forks, baling forks, ballast forks, barley forks, beet forks, clover forks, coal forks, coal scoop forks, coke forks, cotton seed, forks, english digging forks, ensilage forks, fish forks, floral spading forks, grain forks, hay forks, header forks, maure forks, mill forks, phosphate forks, potato digging forks, pulp forks, shaving forks, spading forks, street forks, stone forks, stone picker forks, tanners' forks, tar forks, vegetable scoop forks, floral garden tools, ice chisels, hoes, beet hoes, blackland hoes, boys' hoes, corn hoes, cotton hoes, cotton chopper hoes, cultivator hoes, eye hoes, field hoes, floral hoes, garden hoes, grading hoes, grape hoes, grub hoes, handled sprouting hoes, handled square eye hoes, ladies' hoes, mattock hoes, meadow hoes, mortar hoes, mortar mixer hoes, nursery hoes, nurserymen's hoes, onion hoes, planter hoes, rhode island hoes, riveted hoes, scuffle hoes, sprouting hoes, strawberry hoes, street hoes, sugar beet hoes, thinning hoes, tobacco hoes, warren hoes, weeding hoes, whirlwind hoes, clam hooks, garbage hooks, manure hooks, nurserymen's hooks, phospate hooks, potato hooks, refuse hooks, stone hooks, lawn combs, pokers, rakes, asphalt rakes, brume rakes, clam rakes, curved tooth rakes, dandelion rakes, flat bow rakes, floral rakes, garden rakes, gravel rakes, lawn rakes, level head rakes, malleable rakes, pine needle rakes, road rakes, round bow rakes, single shank rakes, steel rakes, tar rakes, two-man rakes, wire lawn rakes,rakes, seedling setters, scoops, scrapers,barn floor scrapers, chicken house scrapers, deck scrapers, floor scrapers, ship scrapers, shovels,fire shovels, floral shovels, sidewalk cleaners, sod lifters, spades,concrete spades, hand spades,tool handlesand parts thereof, trowels, garden trowels, nurseymen's trowel, tanplanting trowels, weeders dandelion weeders. hand weeders, onion weeders.

Next Action:

Next Renewal

Due On:

6/30/2002

FLEX-BEAM

CA Canada

Application Number:
Filing Date:
Class(es):
Goods:

177105
17-Feb-40

Registration Number: UCA014628
Registration Date: 17-Feb-40
Next Renewal Date: 17-Feb-15

Case Number: 030157.4460 **Status:** Renewed

Hand operated tools, namely: axes, cultivators, cutters, lettuce cutters, thistle, dock and weed cutters, d-handles for tools, drags, manure drags, potato drags, phosphate drags, stone drags, edgers, lawnedgers, turf edgers, forks, light and heavy forks, alfalfa forks, asphalt forks, baling forks, ballast forks, barley forks, beet forks, clover forks, coal forks, coal scoop forks, coke forks, cotton seed forks, English digging forks, ensilage forks, fish forks, floral spading forks, grain forks, hay forks, header forks, manure forks, mill forks, phosphate forks, potato digging forks, pulp forks, shaving forks, spading forks, street forks, stone forks, stone picker forks, tanners' forks, tar forks, vegetable: scoop forks, floral garden tools, ice chisels, hoes, beet hoes, blackland hoes, boys' hoes, corn hoes, cotton hoes, cotton chopper hoes, cultivator hoes, eye hoes, field hoes, floral hoes, garden hoes, grading hoes, grape hoes, grub hoes, handled sprouting hoes, handled square eye hoes, ladies' hoes, mattock hoes, meadow hoes, mortar hoes, mortar mixer hoes, nursery hoes, nurserymen's hoes, onion hoes, planter hoes, Rhode Island hoes, riveted hoes, scuffle hoes, sprouting hoes, strawberry hoes, street hoes, sugar beet hoes, thinning hoes, tobacco hoes, toy hoes, Warren hoes, weeding hoes, whirlwind hoes, claw hooks, garbage hooks, manure hooks, nurserymen's hooks, phosphate hooks, potato hooks, refuse hooks, stone hooks, lawn combs, pokers, rakes, asphalt rakes, brume rakes, clam rakes, curved tooth rakes, dandelion rakes, flat bow eakes, floral rakes, garden rakes, gravel rakes, lawn rakes, level head rakes, malleable rakes, pine needle rakes, road rakes, round bow rakes, single shank rakes, steel rakes, stone rakes, tar rakes, two-man rakes, wire lawn rakes, seeding setters, scoops, scrapers, barn floor scrapers, chicken house scrapers, deck scrapers, floor scrapers, ship scrapers, shovels, fire shovels, floral shovels, side walk cleaners, sod lifters, spades, concrete spades, hand spades, tool handles and parts thereof, trowels, garden trowels, nurserymen's trowels, transplanting trowels, weeders, dandelion weeders, hand weeders and onion weeders.

Next Action:

Next Renewal

Due On: 2/17/2015

FLEX-BEAM

United States of America

CaseNumber: 030157.2460

Registration Number: 1042144

Registration Date: 29-Jun-76

Next Renewal Date: 29-Jun-06

Status: Renewed

73061104

Application Number:

22-Aug-75

Filing Date:

8

Class(es):

Hand-operated lawn and garden tools-namely, shovels, spades, scoops, rakes, hoes, forks, cultivators, vegetation cutters, tool handles, lawn edgers, drags, trowels and weeders.

Goods:

Next Renewal

Next Action:

Due On: 6/29/2006

GARDEN CRAFT

United States of America

CaseNumber: 030157.2480

Registration Number:

Registration Date:

Next Renewal Date:

Status: Allowed

75492677

Application Number:

28-May-98

Filing Date:

8

Class(es):

Hand-operated tools, namely, scoops, shovels, spades, sidewalk and barn floor scrapers, garden trowels and cultivators, posihole diggers, soil augers, rakes, hoes, weeding forks, manure forks, compost forks, vegetation knives and shears, pruning saws, lawn weeders, sod lifters, weed cutters, grass trimmers, bulb planters, mattocks, picks, wood-splitting wedges, mauls, heavy hammers, sledge hammers, tampers, crow bars, tamping bars, wrcccking bars, snow shovels and snow

Goods:

Statement of Use 5th Extension

Next Action:

Due On: 10/18/2002

PETITION ACCEPTED?

Next Action:

Due On: 10/23/2002

Statement of Use Final

Next Action:

Due On: 4/18/2003

Wednesday, June 12, 2002

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GARDENKRAFT

US United States of America

Case Number: 030157.2510

Status: Renewed

71450931

Application Number:

Registration Number: 396822

12-Feb-42

Filing Date:

Registration Date: 04-Aug-42

8

Class(es):

Next Renewal Date: 04-Aug-02

Goods:

Hand operated tools-namely, axes, cultivators, cutters, lettuce cutters, thistle, dock and weed cutters, d-handles for tools, drags, manure drags, potato drags, phosphate drags, stone drags, edgers, lawn edgers, turf edgers, forks, light and heavy forks, alfalfa forks, asphalt forks, baling forks, ballast forks, barley forks, beet forks, clover forks, coal forks, coal scoop forks, coke forks, cotton seed forks, english digging forks, ensilage forks, fish forks, floral spading forks, grain forks, hay forks, header forks, manure forks, mill forks, phosphate forks, potato digging forks, pulp forks, shaving forks, spading forks, street forks, stone forks, stone picker forks, tanners' forks, tar forks, vegetable scoop forks, floral garden tools, ice chisels, hoes, beet hoes, blackland hoes, boys' hoes, corn hoes, cotton hoes, cotton chopper hoes, cultivator hoes, eye hoes, field hoes, floral hoes, garden hoes, grading hoes, grape hoes, grub hoes, handled sprouting hoes, handled square eye hoes, ladies' hoes, mattock hoes, meadow hoes, mortar hoes, mortar mixer hoes, nursery hoes, nurserymen's hoes, onion hoes, planter hoes, rhode island hoes, riveted hoes, scuffle hoes, sprouting hoes, strawberry hoes, street hoes, sugar beet hoes, thinning hoes, tobacco hoes, warren hoes, weeding hoes, whirlwind hoes, clam hooks, garbage hooks, manure hooks, nurserymen's hooks, phosphate hooks, potato hooks, refuse hooks, stone hooks, lawn combs, pokers, rakes, asphalt rakes, brume rakes, clam rakes, curved tooth rakes, dandelion rakes, flat bow rakes, floral rakes, garden rakes, gravel rakes, lawn rakes, level head rakes, malleable rakes, pine needle rakes, road rakes, round bow rakes, single shank rakes, steel rakes, stone rakes, tar rakes, two-man rakes, wire lading setters, scoops, scrapers, barn floor scrapers, chicken house scrapers, deck scrapers, floor scrapers, ship scrapers, shovels, fire shovels, floral shovels, floral shovels, side walk cleaners, sod lifters, spades, concrete spades, hand spades, tool handles and parts thereof, trowels, garden trowels, nurserymen's trowels, transplanting trowels, weeders, dandelion weeders, hand weeders.

Next Action:

Next Renewal

Due On:

8/4/2002

Wednesday, June 12, 2002

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GARDINEER

US

United States of America

Application Number: 71498948

Filing Date: 25-Mar-46

Class(es): 8

Goods: Hand-operated field, garden and lawn tools-namely, axes, cultivators, weed and sod cutters, drags, lawn edgers, forks, hoes, rakes, scoops, scrapers, shovels, trowels, weeders, and tool handles, and parts thereof.

Next Action: First Renewal

Due On: 6/22/1968

CaseNumber: 030157.2520

Registration Number: 439348

Registration Date: 22-Jun-48

Next Renewal Date: 22-Jun-68

Status: Canceled

GETS YOU OUT OF BIG TROUBLE!

US

United States of America

Application Number: 7532882

Filing Date: 20-Jul-97

Class(es): 8

Goods: Hand-operated tools, namely, shovels.

Next Action: SECTION 8 DUE!

Next Action: First Renewal

Registration Number: 2190803

Registration Date: 22-Sep-98

Next Renewal Date: 22-Sep-08

Status: Registered

CaseNumber: 030157.2530

Due On: 9/22/2004

Due On: 9/22/2008

CaseNumber: 030157.2550 Status: Registered

Registration Number: 2423599

Registration Date: 23-Jan-01

Next Renewal Date: 23-Jan-11

Hand-operated tools, namely, scoops, shovels, spades, sidewalk and barn floor scrapers, garden trowels and cultivators, posihole diggers, soil augers, rakes, hoes, weeding forks, manure forks, compost forks, hooks, tool handles, vegetation knives and shears, pruning saws, lawn weeders, sod lifters, weed cutters, grass trimmers, bulb planters, mattocks, picks, wood-splitting wedges, mauls, heavy hammers, sledge hammers, tampers, crow bars, tamping bars, wrecking bars, snow shovels and snow pushers.

SECTION 8 DUE!

Due On: 1/23/2007

Due On: 1/23/2011

CaseNumber: 030157.2740 Status: Renewed

Registration Number: 581301

Registration Date: 20-Oct-53

Next Renewal Date: 20-Oct-03

Hand operated tools-namely, cultivators, vegetation cutters, tool handles, manure and fertilizer drags, stone drags, lawn and turf edgers, forks, hoes, rakes, lawn brooms and combs, hooks, pokers, shovels, spades, seedling setters, scoops, scrapers, blade-type sidewalk cleaners, sod lifters, trowels, weeders, grass whips, and grass hooks.

Next Renewal

Due On: 10/20/2003

GOOD AND DESIGN

United States of America

Application Number:

Filing Date:

Class(es):

Goods:

Next Action:

Next Action:

GREEN THUMB

United States of America

Application Number:

Filing Date:

Class(es):

Goods:

Next Action:

Wednesday, June 12, 2002

GRIP 'N SNIP

US United States of America

Application Number:

Filing Date:

Class(es):

Goods:

75332881

30-Jul-97

8

Hand operated garden tools, namely, vegetation knives and shears, pruning saws, bypass pruners, anvil pruners, bypass loppers, anvil loppers, grass shears, hedge shears, bow saws, folding saws, pole pruners and floral pruners.

Next Action:

Next Action:

SECTION 8 DUE!

First Renewal

Due On: 1/18/2006

Due On: 1/18/2010

CaseNumber: 030157.2760 Status: Registered

Registration Number: 2310004

Registration Date: 18-Jan-00

Next Renewal Date: 18-Jan-10

I-BEAM

US United States of America

Application Number:

Filing Date:

Class(es):

Goods:

73833691

25-Oct-89

8

Hand-operated shovels.

Next Action:

First Renewal

Due On: 9/8/2002

CaseNumber: 030157.2790 Status: Registered

Registration Number: 1713087

Registration Date: 08-Sep-92

Next Renewal Date: 08-Sep-02

LADY GARDNER
CA

CaseNumber: 030157.2860

Status: Registered

Application Number: 845958

Registration Number: 499123

Filing Date: 23-May-97

Registration Date: 25-Aug-98

Class(es):

Next Renewal Date: 25-Aug-13

Goods:

Hand-operated tools, namely, scoops, shovels, spades, sidewalk and barn floor scrapers, garden trowels and cultivators, posihole diggers, soil augers, rakes, hoes, weeding forks, manure forks, compost forks, vegetation knives and shears, pruning saws, lawn weeders, sod lifters, weed cutters, grass trimmers, bulb planters, mattocks, picks, wood-splitting wedges, mauls, heavy hammers, sledge hammers, tampers, crow bars, tamping bars, wrecking bars, snow shovels and snow

Next Action:

First Renewal

Due On: 8/25/2013

LADY GARDNER

Status: Registered

US United States of America

Application Number: 75113470

Registration Number: 2102295

Filing Date: 04-Jun-96

Registration Date: 30-Sep-97

Class(es):

Next Renewal Date: 30-Sep-07

Goods:

Hand-operated tools, namely, scoops, shovels, spades, sidewalk and barn floor scrapers, garden trowels and cultivators, posihole diggers, soil augers, rakes, hoes, weeding forks, manure forks, compost forks, vegetation knives and shears, pruning saws, lawn weeders, sod lifters, weed cutters, grass trimmers, bulb planters, mattocks, picks, wood-splitting wedges, mauls, heavy hammers, sledge hammers, tampers, crow bars, tamping bars, wrecking bars, snow shovels and snow

Next Action:

SECTION 8 DUE!

Due On: 9/30/2003

Next Action:

First Renewal

Due On: 9/30/2007

Wednesday, June 12, 2002

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LANDSCAPE GARDENER

Canada

Application Number:

Filing Date:

Class(es):

Goods:

1055195

14-Apr-00

Hand operated tools, namely, open back, closed back, and solid shank dirt and transfer shovels; coal shovels; street shovels; eastern and western steel shovels; steel, bamboo, and poly lawn and leaf rakes; rakes; hoes; edgers; weed cutters; grass trimmers; spading forks, and farm and industrial forks; deck tools, namely cultivators, trowels, rakes, and soil knives and hoes.

Next Action: FORN STATUS?

Due On: 9/18/2002

CaseNumber: 030157.4890

Status: Pending

Registration Number:

Registration Date:

Next Renewal Date:

LANDSCAPE GARDENER

Mexico

Application Number:

Filing Date:

Class(es):

Goods:

421553

17-Apr-00

8

Hand operated tools, namely, open back, closed back, and solid shank dirt and transfer shovels; coal shovels; street shovels; eastern and western steel shovels; steel, bamboo, and poly lawn and leaf rakes; rakes; hoes; cultivators; edgers; weed cutters; grass trimmers; spading forks, and farm and industrial forks; deck tools, cultivators, soil knives and trowels.

Next Action: Proof of Use

Next Action: Proof of Use

Proof of Use

Proof of Use

Due On: 4/17/2005

Due On: 4/17/2010

CaseNumber: 030157.4891

Status: Registered

Registration Number: 665857

Registration Date: 27-Jul-00

Next Renewal Date: 17-Apr-10

LANDSCAPE GARDENER AND DESIGN

CaseNumber: 030157.3890

Status: Allowed

US United States of America

Application Number: 75826725

Filing Date: 19-Oct-99

Class(es): 8

Goods: Manually operated hand tools, namely, open back, closed back, and solid shank dirt and transfer shovels, coal shovels, street shovels, eastern and western steel shovels, steel, bamboo, and poly lawn and leaf rakes, rakes, hoes, cultivators, edgers, weed cutters, grass trimmers, spading forks, and farm and industrial forks, deck tools, cultivators, soil knives and trowels.

Next Action:	Statement of Use 3rd Extension	Due On:	9/13/2002
Next Action:	Statement of Use 4th Extension	Due On:	3/13/2003
Next Action:	Statement of Use 5th Extension	Due On:	9/13/2003
Next Action:	Statement of Use Final	Due On:	3/13/2004

LJ'L PAL

Status: Registered

CaseNumber: 030157.3880

US United States of America

Application Number: 74639747

Filing Date: 01-Mar-95

Class(es): 8

Goods: Hand-operated tools, namely, scoops, shovels, spades, sidewalk and barn floor scrapers, garden trowels and cultivators, posthole diggers, soil augers, rakes, hoes, forks, hooks, tool handles, vegetation knives and shears, pruning saws, lawn edgers, lawn weeders, sod lifters, weed cutters, grass trimmers, bulb planters, mattocks, picks, wood-splitting wedges, mauls, heavy hammers, sledges, tampers, crow bars, tamping bars, wrecking bars, snow shovels and snow pushers.

Next Action:	SECTION 8 DUE!	Due On:	2/25/2003
Next Action:	First Renewal	Due On:	2/25/2007

Registration Number: 2041163

Registration Date: 25-Feb-97

Next Renewal Date: 25-Feb-07

Wednesday, June 12, 2002

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LIL SCOUT
US

United States of America
Application Number:
Filing Date:
Class(es):
Goods:

75215389
18-Dec-96
8

Hand-operated tools, namely, scoops, shovels, spades, sidewalk and barn floor scrapers, garden trowels and cultivators, posthole diggers, soil augers, rakes, hoes, forks, hooks, tool handles, vegetation knives and shears, pruning saws, lawn edgers, lawn weedeers, sod lifters, weed cutters, grass trimmers, bulb planters, mattocks, picks, wood-splitting wedges, mauls, heavy hammers, sledges, tampers, crow bars, tamping bars, and wrecking bars.

Next Action: SECTION 8 DUE!
Next Action: First Renewal

Due On: 6/2/2004
Due On: 6/2/2008

LITTLE HOG
US

United States of America
Application Number:
Filing Date:
Class(es):
Goods:

75010957
26-Oct-95
8

Hand-operated tools, namely specialty shovels.

Next Action: SECTION 8 DUE!
Next Action: First Renewal

Due On: 2/25/2003
Due On: 2/25/2007

CaseNumber: 030157.2890 **Status:** Registered

Registration Number: 2162872
Registration Date: 02-Jun-98
Next Renewal Date: 02-Jun-08

CaseNumber: 030157.2910 **Status:** Registered

Registration Number: 2041438
Registration Date: 25-Feb-97
Next Renewal Date: 25-Feb-07

MINIFORCE

US United States of America

CaseNumber: 030157.2930 Status: Registered

Application Number: 74478878 **Registration Number:** 2006551
Filing Date: 13-Jan-94 **Registration Date:** 08-Oct-96
Class(es): 8 **Next Renewal Date:** 08-Oct-06
Goods: Hand-operated tools; namely, scoops, shovels, spades, sidewalk and barn floor scrapers, garden trowels and cultivators, posthole diggers, soil augers, rakes, hoes, forks, hooks, tool handles, vegetation knives and shears, pruning saws, lawn weeders, sod lifters, weed cutters, grass trimmers, bulb planters, mattocks, picks, wood-splitting wedges, mauls, heavy hammers, sledges, tampers, crow bars, tamping bars, wrecking bars, snow shovels, and snow pushers.

Next Action: SECTION 8 DUE!

Due On: 10/8/2002

Next Action: First Renewal

Due On: 10/8/2006

PERFECT CUT

US United States of America

CaseNumber: 030157.2950 Status: Registered

Application Number: 74517743 **Registration Number:** 1921245
Filing Date: 28-Apr-94 **Registration Date:** 19-Sep-95
Class(es): 8 **Next Renewal Date:** 19-Sep-05
Goods: Hand-operated pruners, loppers, hedge shears, grass shears, bow and pruning saws.

Next Action: FOLLOW UP W/CLIENT

Due On: 6/1/2002

Next Action: First Renewal

Due On: 9/19/2005

PERFECT FIT

US United States of America

Application Number:

Filing Date:

Class(es):

Goods:

CaseNumber: 030157.2960

Status: Registered

75123583

Registration Number: 2362497

21-Jun-96

Registration Date: 27-Jun-00

8

Next Renewal Date: 27-Jun-10

Hand-operated tools, namely, scoops, shovels, spades, sidewalk and barn floor scrapers, garden trowels and cultivators, posthole diggers, soil augers, rakes, hoes, forks, hooks, vegetation knives and shears, pruning saws, lawn weeders, sod lifters, weed cutters, grass trimmers, bulb planters, mattocks, picks, wood-splitting wedges, mauls, heavy hammers, sledges, tampers, crow bars, tamping bars, wrecking bars, snow shovels and snow pushers.

Next Action: SECTION 8 DUE!

Due On: 6/27/2006

Next Action: First Renewal

Due On: 6/27/2010

POLY-PLUS

US United States of America

Application Number:

Filing Date:

Class(es):

Goods:

Next Action:

CaseNumber: 030157.3010

Status: Canceled

73718247

Registration Number: 1505627

22-Mar-88

Registration Date: 27-Sep-88

8

Next Renewal Date:

HAND-OPERATED LAWN RAKE

Due On:

POWER ASSIST

US United States of America

Application Number:

Filing Date:

Class(es):

Goods:

Next Action:

Next Action:

CaseNumber: 030157.3992

Status: Pending

76402212

Registration Number:

29-Apr-02

Registration Date:

8

Next Renewal Date:

Hand-operated pruners, loppers, hedge shears, grass shears, bow and pruning saws.

Next Action: I/D TO FORN FILE!

Due On: 10/29/2002

Next Action: FIRST ACTION?

Due On: 1/29/2003

Wednesday, June 12, 2002

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POWER STRAP
US

United States of America

Application Number:
Filing Date:
Class(es):
Goods:

75331110
28-Jul-97
8

Blades, sold as a component part of garden tools, namely, vegetation knives and pruning saws, bypass pruners, anvil pruners, bypass loppers, anvil loppers, grass shears, hedge shears, bow saws, folding saws, pole pruners and floral pruners.

Next Action:
Next Action:

SECTION 8 DUE!
First Renewal

Due On: 5/18/2005
Due On: 5/18/2009

CaseNumber: 030157.3030

Registration Number: 2246637
Registration Date: 18-May-99
Next Renewal Date: 18-May-09

Status: Registered

POWERFLEX
US

United States of America

Application Number:
Filing Date:
Class(es):
Goods:

74235277
06-Jan-92
8

Hand-operated shovels; namely, scoops, shovels, spades, sidewalk and barn floor scrapers, garden trowels and cultivators, posthole diggers, soil augers, rakes, hoes, forks, hooks, tool handles, vegetation knives and shears, pruning saws, lawn weedeers, sod lifters, weed cutters, grass trimmers, bulb planters, mattocks, picks, wood-splitting wedges, mauls, heavy hammers, sledges, tampers, crow bars, tamping bars, wrecking bars, snow shovels, and snow pushers.

Next Action:

First Renewal

Due On: 7/6/2003

CaseNumber: 030157.3040

Registration Number: 1780782
Registration Date: 06-Jul-93
Next Renewal Date: 06-Jul-03

Status: Registered

PROFESSIONAL TOOLS WITH AN ATTITUDE

United States of America

Status: Registered

CaseNumber: 030157.3070

Application Number: 75029150

Registration Number: 2078068

Filing Date: 07-Dec-95

Registration Date: 08-Jul-97

Class(es): 8

Next Renewal Date: 08-Jul-07

Goods: Hand-operated tools, namely, bypass pruners, anvil pruners, bypass loppers, anvil loppers, grass shears, hedge shears, bow saws, folding saws, pole pruners, floral pruners, vegetation knives and shears, and pruning saws.

Next Action: SECTION 8 DUE!

Due On: 7/8/2003

Next Action: First Renewal

Due On: 7/8/2007

RAZOR-BACK

CaseNumber: 030157.4131

Status: Registered

CA

Canada

Application Number: 028904

Filing Date: 14-May-93

Class(es):

Goods:

Hand-operated tools, namely: scoops, shovels, spades, sidewalk and barn floor scrapers, garden trowels and cultivators, posthole diggers, soil augers, rakes, hoes, forks, hooks, tool handles, vegetation knives and shears, pruning saws, lawn weeders, sod lifters, weed cutters, grass trimmers, bulb planters, mattocks, picks, wood-splitting wedges, mauls, heavy hammers, sledges, tampers, crow bars, tamping bars, wrecking bars, snow shovels, and snow pushers.

Next Action: First Renewal

Due On: 6/10/2009

RAZOR-BACK

MX

Mexico

Application Number: 168284

Filing Date: 21-May-92

Class(es):

Goods:

8
Hand-operated tools; namely, scoops, shovels, spades, sidewalk and barn floor scrapers, garden trowels and cultivators, posthole diggers, soil augers, rakes, hoes, forks, hooks, tool handles, vegetation knives and shears, pruning saws, lawn weeders, sod lifters, weed cutters, grass trimmers, bulb planters, mattocks, picks, wood-splitting wedges, mauls, heavy hammers, sledges, tampers, crow bars, tamping bars, wrecking bars, snow shovels, and snow pushers.

Next Action: RENEWED?

Next Action: 3 MO TO RENEW

Next Action: Next Renewal

Due On: 9/5/2002

Due On: 2/21/2012

Due On: 5/21/2012

Status: Renewed

CaseNumber: 030157.4130

Status: Renewed

Registration Number: 456697

Registration Date: 11-Apr-94

Next Renewal Date: 21-May-12

Registration Number: 456697

Registration Date: 11-Apr-94

Next Renewal Date: 21-May-12

Due On: 9/5/2002

Due On: 2/21/2012

Due On: 5/21/2012

RAZOR-BACK

US United States of America

Application Number: 74397120

Filing Date: 17-May-93

Class(es): 8

Goods:

Hand-operated tools, namely, scoops, shovels, spades, sidewalk and barn floor scrapers, garden trowels and cultivators, posthole diggers, soil augers, rakes, hoes, forks, hooks, tool handles, vegetation knives and shears, pruning saws, lawn weeders, sod lifters, weed cutters, grass trimmers, bulb planters, mattocks, picks, wood-splitting wedges, mauls, heavy hammers, sledges, tampers, crow bars, tamping bars, wrecking bars, snow shovels, and snow pushers.

Next Action:

First Renewal

Due On:

8/8/2005

CaseNumber: 030157.3130

Status: Registered

Registration Number: 1909748

Registration Date: 08-Aug-95

Next Renewal Date: 08-Aug-05

RAZOR-BACK & RED HANDLE DESIGN

US United States of America

Application Number: 75226020

Filing Date: 15-Jan-97

Class(es): 8

Goods:

Hand-operated tools, namely, scoops in the nature of hand shovels, shovels, spades, sidewalk and barn floor scrapers, roof rippers, garden trowels and cultivators, soil augers, rakes, hoes, weeding forks, manure forks, compost forks, vegetation knives, sod lifters, weed cutters, grass trimmers, snow shovels and snow pushers.

Next Action:

SECTION 8 DUE!

Next Action:

First Renewal

Due On:

12/15/2004

Due On:

12/15/2008

CaseNumber: 030157.3140

Status: Registered

Registration Number: 2210122

Registration Date: 15-Dec-98

Next Renewal Date: 15-Dec-08

RAZOR-BACK (AND SHOVEL DESIGN)

US United States of America

Application Number: 73523997

Filing Date: 25-Feb-85

Class(es): 8

Goods:

Hand-operated tools, namely, shovels and spades.

Next Action:

First Renewal

Due On:

8/27/2005

CaseNumber: 030157.3160

Status: Registered

Registration Number: 1356277

Registration Date: 27-Aug-85

Next Renewal Date: 27-Aug-05

Wednesday, June 12, 2002

RAZOR-BACK (HOG HEAD/SHOULDERS
W/LIGHTENING BOLT)

CaseNumber: 030157.3180 Status: Registered

US United States of America

Application Number: 74390293

Filing Date: 14-May-93

Class(es): 8

Goods: Hand-operated tools; namely, scoops, shovels, spades, sidewalk and barn floor scrapers, garden trowels and cultivators, posthole diggers, soil augers, rakes, hoes, forks, hooks, tool handles, vegetation knives and shears, pruning saws, lawn weedeers, sod lifters, weed cutters, grass trimmers, bulb planters, mattocks, picks, wood-splitting wedges, mauls, heavy hammers, sledges, tampers, crow bars, tamping bars, wrecking bars, snow shovels, and snow pushers.

Next Action: SEC. 8 ACCEPTED?

Due On: 10/16/2002

Next Action: First Renewal

Due On: 4/16/2006

RAZOR-BACK + 4 (AND DESIGN)

US United States of America

Application Number: 73660326

Filing Date: 11-May-87

Class(es): 8

Goods: Hand operated shovels.

Next Action: First Renewal

Due On: 6/28/2008

CaseNumber: 030157.3220 Status: Canceled

Registration Number: 1493917

Registration Date: 28-Jun-88

Next Renewal Date: 28-Jun-08

Wednesday, June 12, 2002

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RAZOR-BACK TOOLS MANUFACTURED ETC.
(HOG & GLOBE)

Status: Registered

CaseNumber: 030157.3250

United States of America

US

Application Number: 75006905
Filing Date: 17-Oct-95
Class(es): 8
Goods: Hand-operated tools, namely for scoops, shovels, spades, sidewalk and barn floor scrapers, garden trowels and cultivators, posthole diggers, soil augers, rakes, hoes, forks, hooks, tool handles, vegetation knives and shears, pruning saws, lawn edgers, lawn weedeers, sod lifters, weed cutters, grass trimmers, bulb planters, mattocks, picks, wood-splitting wedges, mauls, heavy hammers, sledges, tampers, crow bars, tamping bars, wrecking bars, snow shovels and snow pushers.

Registration Number: 2028501

Registration Date: 07-Jan-97

Next Renewal Date: 07-Jan-07

Next Action: SECTION 8 DUE!

Due On: 1/7/2003

Next Action: First Renewal

Due On: 1/7/2007

RAZORBACK

CA

Canada

Application Number: 0173550

Filing Date: 23-Jun-38

Class(es): Shovels, spades, forks, hoes and rakes for garden and industrial uses.

Goods: Shovels, spades, forks, hoes and rakes for garden and industrial uses.

Next Action: Next Renewal

Due On: 6/23/2013

Status: Renewed

CaseNumber: 030157.3120

Registration Number: UCA010923

Registration Date: 23-Jun-38

Next Renewal Date: 23-Jun-13

RED HANDLE DESIGN (ON TOOL HANDLE)

Status: Registered

CaseNumber: 030157.3270

United States of America

US

Application Number: 75226018
Filing Date: 15-Jan-97
Class(es): 8
Goods: Hand-operated tools, namely, scoops in the nature of hand shovels, shovels, spades, rippers, garden and cultivators, soil augers, rakes, hoes, weeding forks, manure forks, compost forks, vegetation knives, sod lifters, weed cutters, grass trimmers, snow shovels and snow pushers.

Next Action: SECTION 8 DUE!
Next Action: First Renewal

Due On: 9/18/2007
Due On: 9/18/2011

Status: Registered

CaseNumber: 030157.3340

SNAP-LOK

United States of America

US

Application Number: 74061828
Filing Date: 23-May-90
Class(es): 8
Goods: Component parts of lawn and leaf hand tools; namely, interconnecting channels and tines in rakes.

Next Action: First Renewal
Next Action: FOLLOW UP W CLIENT RE

Due On: 3/3/2002
Due On: 7/1/2002

Status: Registered

CaseNumber: 030157.3360

SNO CHASER

United States of America

US

Application Number: 75262735
Filing Date: 14-Mar-97
Class(es): 8
Goods: Hand-operated tools, namely, snow shovels, snow pushers, snow scoops and snow scrapers.

Next Action: SECTION 8 DUE!
Next Action: First Renewal

Due On: 9/22/2004
Due On: 9/22/2008

Wednesday, June 12, 2002

CaseNumber: 030157.3380

Registration Number: 1873110

Registration Date: 10-Jan-95

Next Renewal Date: 10-Jan-05

Status: Registered

United States of America

Application Number:

Filing Date:

Class(es):

Goods:

74393455

21-May-93

8

Hand-operated tools; namely, scoops, shovels, spades, sidewalk and barn floor scrapers, garden trowels and cultivators, posthole diggers, soil augers, rakes, hoes, forks, hooks, tool handles, vegetation knives and shears, pruning saws, lawn weeders, sod lifters, weed cutters, grass trimmers, bulb planters, mattocks, picks, wood-splitting wedges, mauls, heavy hammers, sledges, tampers, crow bars, tamping bars, wrecking bars, snow shovels, and snow pushers.

First Renewal

Next Action:

Due On: 1/10/2005

CaseNumber: 030157.3400

Registration Number: 2227909

Registration Date: 02-Mar-99

Next Renewal Date: 02-Mar-09

Status: Registered

United States of America

Application Number:

Filing Date:

Class(es):

Goods:

75394664

21-Nov-97

8

Hand-operated tools, namely, snow shovels, snow pushers, snow scoops and snow scrapers.

SECTION 8 DUE!

Next Action:

First Renewal

Due On: 3/2/2005

Due On: 3/2/2009

CaseNumber: 030157.3430

Registration Number: 0599929

Registration Date: 28-Dec-54

Next Renewal Date: 28-Dec-04

Status: Renewed

United States of America

Application Number:

Filing Date:

Class(es):

Goods:

71645518

17-Apr-53

8

Lawn and grass rakes.

Next Renewal

Next Action:

Due On: 12/28/2004

Wednesday, June 12, 2002

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STIRUP

US United States of America

CaseNumber: 030157.3991 Status: Pending

76357646

Registration Number:

11-Jan-02

Registration Date:

8

Next Renewal Date:

Gardening hand tools, namely, weeding and cultivating tools.

Next Action:

L/D TO FORN FILE!

Due On: 7/11/2002

Next Action:

FIRST ACTION?

Due On: 10/11/2002

TELETOOLS

US United States of America

CaseNumber: 030157.3470 Status: Registered

75136658

Registration Number:

19-Jul-96

11-Nov-97

Registration Date:

35

11-Nov-07

Next Renewal Date:

Mail order and telephone shop at home services in the field of hand-operated, garden and snow

Next Action:

SECTION 8 DUE!

Due On: 11/11/2003

Next Action:

First Renewal

Due On: 11/11/2007

THE ONLY SHOVEL WITH A BACKBONE

CaseNumber: 030157.3510 Status: Registered

US United States of America

Application Number: 75544430

Registration Number: 2411180

Filing Date: 28-Aug-98

Registration Date: 05-Dec-00

Class(es): 8

Next Renewal Date: 05-Dec-10

Goods:

Hand-operated tools, namely, scoops, shovels, spades, sidewalk and barn floor scrapers, garden trowels and cultivators, posthole diggers, soil augers, rakes, hoes, forks, hooks, tool handles, vegetation knives and shears, pruning saws, lawn weeders, sod lifters, weed cutters, grass trimmers, bulb planters, mattocks, picks, wood-splitting wedges, mauls, heavy hammers, sledges, tampers, crow bars, tamping bars, wrecking bars, snow shovels, and snow pushers.

Next Action: SECTION 8 DUE!

Due On: 12/5/2006

Next Action: First Renewal

Due On: 12/5/2010

THE OUTDOORSMAN'S HELPER

CaseNumber: 030157.3520 Status: Registered

US United States of America

Application Number: 75215393

Registration Number: 2239387

Filing Date: 18-Dec-96

Registration Date: 13-Apr-99

Class(es): 8

Next Renewal Date: 13-Apr-09

Goods:

Hand-operated tools, namely, for scoops, shovels, spades, sidewalk and barn floor scrapers, garden trowels and cultivators, posthole diggers, soil augers, rakes, hoes, forks, hooks, tool handles, vegetation knives and shears, pruning saws, lawn weeders, sod lifters, weed cutters, grass trimmers, bulb planters, mattocks, picks, wood-splitting wedges, mauls, heavy hammers, sledges, tampers, crow bars, tamping bars, wrecking bars, snow shovels and snow pushers.

Next Action: SECTION 8 DUE!

Due On: 4/13/2005

Next Action: First Renewal

Due On: 4/13/2009

THE RAKE THAT SWEEPS

US United States of America

Application Number: 74530619

Filing Date: 27-May-94

Class(es): 8

Goods: Hand-operated tools, namely lawn and leaf rakes.

Next Action: First Renewal

TRAIL BLAZER

US United States of America

Application Number: 72438748

Filing Date: 18-Oct-72

Class(es): 8

Goods: Hand-operated snow removal tools-namely, snow shovels and scoops, and snow pushers and

Next Action: Next Renewal

TUFF TOOLS FOR DOWN TO EARTH FUN

US United States of America

Application Number: 74414958

Filing Date: 21-Jul-93

Class(es): 8

Goods: Hand-operated tools; namcly, scoops, shovels, spades, sidewalk and barn floor scrapers, garden trowels and cultivators, posthole diggers, soil augers, rakes, hoes, forks, hooks, tool handles, vegetation knives and shears, pruning saws, lawn weeders, sod lifters, weed cutters, grass trimmers, bulb planters, mattocks, picks, wood-splitting wedges, mauls, heavy hammers, sledges, tampers, crow bars, tamping bars, wrecking bars, snow shovels, and snow pushers.

Next Action: First Renewal

CaseNumber: 030157.3550

Registration Number: 1926296

Registration Date: 10-Oct-95

Next Renewal Date: 10-Oct-05

Due On: 10/10/2005

CaseNumber: 030157.3620

Registration Number: 981010

Registration Date: 26-Mar-74

Next Renewal Date: 26-Mar-04

Due On: 3/26/2004

CaseNumber: 030157.3630

Registration Number: 1870343

Registration Date: 27-Dec-94

Next Renewal Date: 27-Dec-04

Due On: 12/27/2004

UNION
US

United States of America
Application Number:
Filing Date:
Class(es):
Goods:

CaseNumber: 030157.3670 **Status:** Registered

75331925 **Registration Number:** 2248773
28-Jul-97 **Registration Date:** 01-Jun-99
8 **Next Renewal Date:** 01-Jun-09
Metal wear strips for hand-operated tools, namely, for scoops, in the nature of hand shovels, spades, sidewalk and barn floor scrapers, garden trowels and cultivators, posthole diggers, soil augers, rakes, hoes, forks, tool handles, vegetation knives and shears, pruning saws, lawn edgers, lawn weeders, sod lifters, weed cutters, grass trimmers, bulb planters, mattocks, picks, wood-splitting wedges, mauls, heavy hammers, sledges, tampers, crow bars, tamping bars, wrecking bars, snow shovels and snow pushers.

Next Action: SECTION 8 DUE!
Next Action: First Renewal

Due On: 6/1/2005
Due On: 6/1/2009

UNION & DESIGN

US United States of America

Application Number:

Filing Date:

Class(es):

Goods:

73327798

14-Sep-81

8

Hand-Operated Tools-Namely, Pokers; Scoops; Shovels; Spades; Sidewalk and Barn Floor Scrapers; Garden Trowels and Cultivators; Posthole Diggers; Soil Augers; Rakes; Hoes; Forks; Hooks; Vegetation Knives and Shears; Pruning Saws; Lawn Edgers; Lawn Weeders; Sod Lifters; Weed Cutters; Grass Trimmers; Bulb Planters; Mattocks; Picks; Wood-Splitting Wedges; Mauls; Hammers; Sledges; Tampers; Crow Bars; Tamping Bars; Wrecking Bars; Snow Shovels and

Next Action:

First Renewal

Due On: 2/22/2003

UNION & DESIGN

US United States of America

Application Number:

Filing Date:

Class(es):

Goods:

73390648

27-Sep-82

6, 12

Class 6: Wall-mounted tool hangers of metallic composition.
Class 12: Wheelbarrows

Next Action:

First Renewal

Due On: 4/3/2004

UNION (STYLIZED)

US United States of America

Application Number:

Filing Date:

Class(es):

Goods:

73327797

14-Sep-81

8

Hand-Operated Tools-Namely, Pokers; Scoops; Shovels; Spades; Sidewalk and Barn Floor Scrapers; Garden Trowels and Cultivators; Posthole Diggers; Soil Augers; Rakes; Hoes; Forks; Hooks; Vegetation Knives and Shears; Pruning Saws; Lawn Edgers; Lawn Weeders; Sod Lifters; Weed Cutters; Grass Trimmers; Bulb Planters; Mattocks; Picks; Wood-Splitting Wedges; Mauls; Hammers; Sledges; Tampers; Crow Bars; Tamping Bars; Wrecking Bars; Snow Shovels and

Next Action:

First Renewal

Due On: 3/8/2003

Wednesday, June 12, 2002

Status: Registered

CaseNumber: 030157.3680

Registration Number: 1228191

Registration Date: 22-Feb-83

Next Renewal Date: 22-Feb-03

Status: Registered

CaseNumber: 030157.3690

Registration Number: 1272372

Registration Date: 03-Apr-84

Next Renewal Date: 03-Apr-04

Status: Registered

CaseNumber: 030157.3660

Registration Number: 1229332

Registration Date: 08-Mar-83

Next Renewal Date: 08-Mar-03

UNION GOLD
CA

Canada

Application Number:

Filing Date:

Class(es):

Goods:

768906
14-May-93

Hand-operated tools, namely: scoops, shovels, spades, sidewalk and barn floor scrapers, garden trowels and cultivators, posthole diggers, soil augers, rakes, hoes, forks, hooks, tool handles, vegetation knives and shears, pruning saws, lawn weeders, sod lifters, weed cutters, grass trimmers, bulb planters, matlocks, picks, wood-splitting wedges, mauls, heavy hammers, sledges, tampers, crow bars, tamping bars, wrecking bars, snow shovels, and snow pushers.

Next Action:

First Renewal

Due On:

6/10/2009

CaseNumber: 030157.4701

Registration Number: 428701

Registration Date: 10-Jun-94

Next Renewal Date: 10-Jun-09

Status: Registered

UNION GOLD
MX

Mexico

Application Number:

Filing Date:

Class(es):

Goods:

168283
21-May-93

Next Action:

First Renewal

Next Action:

Proof of Use

Due On:

5/21/2003

Due On:

5/21/2003

CaseNumber: 030157.4700

Registration Number: 475886

Registration Date: 03-Dec-94

Next Renewal Date: 21-May-03

Status: Registered

Wednesday, June 12, 2002

Page 36 of 40

UNION GOLD

US United States of America

Application Number: 74226620

Filing Date: 02-Dec-91

Class(es): 8

Goods:

Hand-operated tools; namely, scoops, shovels, spades, sidewalk and barn floor scrapers, garden trowels and cultivators, posthole diggers, soil augers, rakes, hoes, forks, hooks, tool handles, vegetation knives and shears, pruning saws, lawn weedeers, sod lifters, weed cutters, grass trimmers, bulb planters, mattocks, picks, wood-splitting wedges, mauls, heavy hammers, sledges, tampers, crow bars, tamping bars, wrecking bars, snow shovels, and snow pushers.

Next Action:

Next Action:

SECTION 8 DUE!

First Renewal

Due On: 7/13/1999

Due On: 7/13/2003

CaseNumber: 030157.3700

Registration Number: 1782030

Registration Date: 13-Jul-93

Next Renewal Date: 13-Jul-03

Status: Canceled

UNION PRO

US United States of America

Application Number: 75036867

Filing Date: 21-Dec-95

Class(es): 8

Goods:

Hand-operated tools, namely, scoops, shovels, spades, sidewalk and barn floor scrapers, garden trowels and cultivators, posthole diggers, soil augers, rakes, hoes, forks, hooks, tool handles, vegetation knives and shears, pruning saws, lawn weedeers, sod lifters, weed cutters, grass trimmers, bulb planters, mattocks, picks, wood-splitting wedges, mauls, heavy hammers, sledges, tampers, crow bars, tamping bars, wrecking bars, snow shovels and snow pushers.

Next Action:

Next Action:

SECTION 8 DUE!

First Renewal

Due On: 1/28/2003

Due On: 1/28/2007

CaseNumber: 030157.3730

Registration Number: 2034581

Registration Date: 28-Jan-97

Next Renewal Date: 28-Jan-07

Status: Registered

UNIONTOOLS
US

CaseNumber: 030157.3750 Status: Renewed

United States of America

Application Number: 73828216
Filing Date: 27-Sep-89
Class(es): 8
Goods: Hand-operated tools, namely; scoops, shovels, spades, sidewalk and barn floor scrapers, garden trowels and cultivators, posthole diggers, soil augers, rakes, hoes, forks, hooks, vegetation knives and shears, pruning saws, lawn edgers, lawn weeder, sod lifters, weed cutters, grass trimmers, bulb planters, mattocks, picks, wood-splitting wedges, mauls, heavy hammers, sledges, tampers, crow bars, tamping bars, wrecking bars, snow shovels, and snow pushers.

Next Action: Next Renewal

Due On: 10/16/2010

UNIONTOOLS & DESIGN

US United States of America

CaseNumber: 030157.3760 Status: Renewed

Application Number: 73833708
Filing Date: 25-Oct-89
Class(es): 8
Goods: Hand-operated tools, namely; scoops, shovels, spades, sidewalk and barn floor scrapers, garden trowels and cultivators, posthole diggers, soil augers, rakes, hoes, forks, hooks, vegetation knives and shears, pruning saws, lawn edgers, lawn weeder, sod lifters, weed cutters, grass trimmers, bulb planters, mattocks, picks, wood-splitting wedges, mauls, heavy hammers, sledges, tampers, crow bars, tamping bars, wrecking bars, snow shovels, and snow pushers.

Next Action: Next Renewal

Due On: 10/30/2010

YOUR QUALITY CHOICE

US United States of America

Application Number:

Filing Date:

Class(es):

Goods:

75029151

07-Dec-95

8

Hand-operated tools, namely, bypass pruners, anvil pruners, bypass loppers, anvil loppers, grass shears, hedge shears, bow saws, folding saws, pole pruners, floral pruners, vegetation knives and shears, and pruning saws.

Next Action:

Next Action:

SECTION 8 DUE!

First Renewal

Due On:

Due On:

10/5/2005

10/5/2009

Registration Number: 2283503

Registration Date: 05-Oct-99

Next Renewal Date: 05-Oct-09

CaseNumber: 030157.3800

Status: Registered

LIST OF PATENTS AND PATENT APPLICATIONS

[see attached]

IP Security Agreement
013043.100:200591

TRADEMARK
REEL: 2581 FRAME: 0806

PATENTS ISSUED TO UNIONTOOLS, INC.

Patent Number	Title	Inventor(s)	Issue Date	Status
5,558,379	Implement Having an Ergonomic Step	Wehner	September 24, 1996	Maint. Fee Paid 2/11/2000 Maint. Fee Due: 3/24/2004 Expires 8/12/2014
6,050,290	Hose Reel Apparatus	Yacobi; Parker; Gibbs; Hjort	April 18, 2000	Maint. Fee Due: 10/18/2003 Expires 6/26/2018
6,170,893	Implement with reinforcing rib or corrugation	Parker	Jan. 9, 2001	Maint. Fee Due: 7/9/2004 Expires 8/10/2019
6,260,865	Tool Holder	Yacobi Parker Courtney	July 17, 2001	Maint Fee Due: 1/17/2005 Expires: 2/2/2019
6,315,488	Snap-in handle assembly for a tool	Parker	November 13, 2001	Maint Fee Due: 5/13/2005 Expires 8/19/2019
D398,201	Interior Surfaces of a Snow Tool Blade	Yacobi; Nuchols	September 15, 1998	Expires 9/13/2012
D401,125	Post Hole Digger Blade	Bonnes; Wehner	November 17, 1998	Expires 11/17/2012
D410,375	Hose Reel Casing	Yacobi; Parker; Gibbs; Hjort	June 1, 1999	Expires 6/1/2013
D417,826	Snow Tool Blade	Yacobi; Nuchols	December 21, 1999	Expires 12/21/2013
D425,304	Tool Holder	Yacobi; Parker; Courtney;	May 23, 2000	Expires 5/23/2014
D425,384	Rake Head	Parker	May 23, 2000	Expires 5/23/2014
D426,437	Rake Head	Parker	June 13, 2000	Expires 6/13/2014
D427,494	Handle Shaft for a Garden or Snow Tool	Yacobi	July 4, 2000	Expires 7/4/2014

PATENTS ISSUED TO THE UNION FORK AND HOE COMPANY

Patent Number	Title	Inventor(s)	Issue Date	Status
5,211,669	Composite Handle For Tools	Bonnes; Seifert	May 18, 1993	4th Yr. Maint. Fee paid 6/13/1996 8th Yr. Maint. Fee paid 3/6/2001 Maint. Fee Due: 12/18/2004 Expires 10/18/2011
4,831,815	Lawn Rake Head Of Molded Synthetic Resin Composition	Bonnes	May 23, 1989	4th Yr. Maint. Fee paid 9/30/1992 8th Yr. Maint. Fee paid 9/30/1996 Currently in grace period for 12th Year Instructions not to pay maintenance fee (C. Johnson, 3/22/01) maintenance fee¹ Expires 5/23/2003
5,085,478	Cushioning step for a shovel and the like	Seifert Bonnes	February 4, 1992	Expired for failure to pay maintenance fees – 2/6/2000
5,033,261	Lawn rake having replacement tines	Bonnes Male	July 23, 1991	Expired for failure to pay maintenance fees – 7/25/1999
5,022,221	Lawn rake with improved spring anchoring	Bonnes Male	June 11, 1991	Expired for failure to pay maintenance fees – 6/13/1999
4,149,744	Snow shovel	Bonnes	April 17, 1979	Expired
4,050,727	Hand-shovel assembly and method of producing it	Bonnes	September 27, 1977	Expired
D298,907	Rake Head	Bonnes	Dec. 13, 1988	Expires 12/13/2002
D298,906	Snow Shovel Head	Bonnes	Dec. 13, 1988	Expires 12/13/2002
D257,210	Snow shovel scoop	Bonnes	October 7, 1980	Expired 10/7/1994

¹ We do not have control of this file.

LIST OF COPYRIGHTS AND COPYRIGHT APPLICATIONS

[none]

IP Security Agreement
013043.100:200591

TRADEMARK
REEL: 2581 FRAME: 0809

EXHIBIT B
TO
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

LIST OF LICENSES AND ENCUMBRANCES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>

EXHIBIT C
TO
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

STATE OF Ohio)
) ss.:
COUNTY OF Franklin)

KNOW ALL MEN BY THESE PRESENTS, that each of **ACORN PRODUCTS, INC.**, a Delaware corporation (the "**Parent**"), **UNION TOOLS, INC.**, a Delaware corporation ("**Union**", and together with Parent, individually and collectively, "**Debtor**"), hereby appoint and constitute, severally, CAPITALSOURCE FINANCE LLC, as Agent ("**Secured Party**"), and each of their officers, their true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any Collateral and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Intellectual Property Security Agreement, dated of even date herewith, between Debtor and Secured Party (the "**Agreement**"; capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Agreement) and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Agreement, are indefeasibly paid in full and the Agreement is terminated in writing by Secured Party.

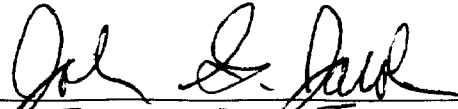
[signatures appear on following pages]

Dated: June 26, 2002

ACORN PRODUCTS, INC.

By: 
Name: John G. Jacob
Title: V.P. + CFO

UNIONTOOLS, INC.

By: 
Name: John G. Jacob
Title: V.P. + CFO

STATE OF Ohio)
) ss.:
COUNTY OF Franklin)

On this ____ day of June 2002, before me personally came John G. Jacob, to me known, who being duly sworn, did depose and say, that he is the VP + CFO of **ACORN PRODUCTS, INC.**, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Carole A. Johnson
Notary Public

STATE OF Ohio)
) ss.:
COUNTY OF Franklin)

On this ____ day of June 2002, before me personally came John G. Jacob, to me known, who being duly sworn, did depose and say, that he is the VP + CFO of **UNIONTOOLS, INC.**, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Carole A. Johnson
Notary Public



CAROLE A. JOHNSON
Notary Public, State of Ohio
My Commission Expires 09-20-05

IP Security Agreement
013043.100:200591