

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Tack & Hardware Co., Inc.		03/05/2004	CORPORATION: NEW YORK
AmerTac Holdings, Inc.		03/05/2004	CORPORATION: DELAWARE
New England Pottery Co., Inc.		03/05/2004	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	70 East 55th Street, 14th Floor
Internal Address:	Ryan Peak
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	National banking association: UNITED STATES

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	2386099	A TOUCH OF GLASS
Registration Number:	2073684	COCOPLANTERS
Registration Number:	2742519	COUNTRY BLACKSMITH
Registration Number:	0804138	DECOROOM
Registration Number:	0861872	DECO ROOM
Registration Number:	2346498	DECO STYLE
Registration Number:	2515793	DIMENSIONAL STYLE
Registration Number:	2092196	FOREVER-GLO
Registration Number:	2215958	FOREVER-GLO
Registration Number:	2117945	HOLD ALL
Registration Number:	1893920	HOLD ALL

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Registration Number:	1244144	HOLD-ALL
Registration Number:	2299092	MEMOPLATE
Registration Number:	2309834	MONTAGE
Registration Number:	2309835	NEXT GENERATION
Registration Number:	1610463	PAPER IT!
Registration Number:	1902534	STYLE
Registration Number:	2309833	THE ORGANIZERS
Registration Number:	2779987	WESTEK IN TOUCH WITH TECHNOLOGY
Registration Number:	2753754	WESTEK POWER LINK
Registration Number:	2176504	AMERICA'S PLANTER RESOURCE
Registration Number:	2188074	ELEGANCE IN LIGHTING BY GKI
Registration Number:	1927430	GKI
Registration Number:	2699548	GKI/BETHLEHEM LIGHTING
Registration Number:	2180299	NEP LINK
Registration Number:	1490060	PERM-O-SNAP
Registration Number:	1977452	TWIST PROOF LAMPS
Registration Number:	2772735	WALKWAY TREES
Serial Number:	76519557	AMERELLE
Serial Number:	76437451	LOCKER LITES
Serial Number:	76147513	WESTEK LIGHTING
Serial Number:	76405634	NEW ENGLAND POTTERY
Serial Number:	76405476	NEW ENGLAND POTTERY

CORRESPONDENCE DATA

Fax Number: (617)523-1231
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617.570.1290
Email: mrovner@goodwinprocter.com
Correspondent Name: Miriam J. Rovner, Senior Paralegal
Address Line 1: Exchange Place, 53 State Street
Address Line 2: Goodwin Procter LLP
Address Line 4: Boston, MASSACHUSETTS 02109-2881

ATTORNEY DOCKET NUMBER:	101140-144233-289
NAME OF SUBMITTER:	Miriam J. Rovner, Senior Paralegal

Total Attachments: 9
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NOTICE OF SECURITY INTEREST IN TRADEMARKS

This **NOTICE OF SECURITY INTEREST IN TRADEMARKS** (this "Agreement") dated as of March 5, 2004, is among American Tack & Hardware Co., Inc., a New York corporation ("**BORROWER**"), AmerTac Holdings, Inc., a Delaware corporation ("**PARENT**"), New England Pottery Co., Inc., a Massachusetts corporation ("**NEP**" and, together with Parent, the "**GUARANTORS**" and each, individually, a "**GUARANTOR**"), and PNC Bank, National Association, for itself and as agent for the Lenders (as defined in that certain Revolving Credit Loan and Security Agreement dated March 5, 2004 (the "Credit Agreement")) (collectively, PNC Bank, National Association and the Lenders, the "**LENDERS**") pursuant to (i) the Credit Agreement, by and among **BORROWER, LENDERS** and Guarantors (as defined in the Credit Agreement) and (ii) a certain Intellectual Property Security Agreement in favor of the **LENDERS** dated March 5, 2004 (the "Security Agreement"), by and among **BORROWER, GUARANTORS** and **LENDERS**.

WHEREAS, BORROWER and **GUARANTORS** (collectively referred to herein as the "**GRANTORS**") are the owners of certain trademarks, including all federal applications and/or registrations therefor, together with (i) any renewals thereof; (ii) all income, royalties, damages and payments hereafter due and/or payable with respect thereto; (iii) the right to sue for past, present, and future infringements thereof; (iv) all rights corresponding thereto throughout the world; (v) the Trademark License Rights (as defined in the Security Agreement); (vi) trade dress; and (vii) the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit A hereto (the "Marks"); and

WHEREAS, LENDERS have agreed to extend certain credit facilities to **BORROWER** pursuant to the Credit Agreement on condition that the **GRANTORS** pledge and grant to

LENDERS a security interest and lien to the Intellectual Property Collateral (as more fully described in the Security Agreement) in and to the Marks and all proceeds thereof and all other related claims and rights (as more fully described in the Security Agreement);

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, as security for the due and timely payment and performance of the Intellectual Property Collateral (as more fully described in the Security Agreement), **GRANTORS** and **LENDERS** agree as follows:

1) Grant of Security Interest. **GRANTORS** hereby pledge and grant to **LENDERS** a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

2) Purpose. **GRANTORS** have entered into this Agreement for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the **LENDERS** in connection with the Credit Agreement and the Security Agreement and is expressly subject to the terms and conditions thereof.

3) Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including the preamble and recitals hereto, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

[Signature pages follow]

AMERTAC HOLDINGS, INC.

By: Donald A. DeSantis

Name:
Title: Donald A. DeSantis
Treasurer

STATE OF NEW YORK)
)
COUNTY OF)

On this ___ day of _____, 2004, before me, the undersigned notary public, personally appeared _____ the _____ of AmerTac Holdings, Inc., proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose.

(official signature and seal of notary)

My commission expires: _____

NEW ENGLAND POTTERY CO., INC.

By: Donald A. DeSantis

Name
Title: Donald A. DeSantis
Treasurer

STATE OF NEW YORK)
)
COUNTY OF)

On this ___ day of _____, 2004, before me, the undersigned notary public, personally appeared _____ the _____ of New England Pottery Co., Inc., proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose.

(official signature and seal of notary)
My commission expires: _____

EXHIBIT A

To Notice of Security Interest In Trademarks

Trademark	Registration No.	Registration Date	Owner
A TOUCH OF GLASS	2,386,099	09/12/2000	American Tack & Hardware Co., Inc.
COCOPLANTERS	2,073,684	06/24/1997	American Tack & Hardware Co., Inc.
COUNTRY BLACKSMITH (and Design)	2,742,519	07/29/2003	American Tack & Hardware Co., Inc.
DECOROOM	804,138	02/22/1966	American Tack & Hardware Co., Inc.
DECO ROOM (Stylized)	861,872	12/17/1968	American Tack & Hardware Co., Inc.
DECO STYLE	2,346,498	05/02/2000	American Tack & Hardware Co., Inc.
DIMENSIONAL STYLE	2,515,793	12/04/2001	American Tack & Hardware Co., Inc.
FOREVER_GLO	2,092,196	08/26/1997	American Tack & Hardware Co., Inc.
FOREVER-GLO (Stylized)	2,215,958	01/05/1999	American Tack & Hardware Co., Inc.
HOLD ALL	2,117,945	12/02/1997	American Tack & Hardware Co., Inc.
HOLD ALL (and Design)	1,893,920	05/16/1995	American Tack & Hardware Co., Inc.
HOLD-ALL	1,244,144	07/05/1983	American Tack & Hardware Co., Inc.
MEMOPLATE	2,299,092	12/07/1999	American Tack & Hardware Co., Inc.
MONTAGE	2,309,834	01/18/2000	American Tack & Hardware Co., Inc.
NEXT GENERATION	2,309,835	01/18/2000	American Tack & Hardware Co., Inc.
PAPER IT!	1,610,463	08/21/1990	American Tack & Hardware Co., Inc.
STYLE (Stylized)	1,902,534	07/04/1995	American Tack & Hardware Co., Inc.
THE ORGANIZERS	2,309,833	01/18/2000	American Tack & Hardware Co., Inc.
WESTEK IN TOUCH WITH TECHNOLOGY	2,779,987	11/04/2003	American Tack & Hardware Co., Inc.
WESTEK POWER LINK	2,753,754	08/19/2003	American Tack & Hardware Co., Inc.

Trademark	Registration No.	Registration Date	Owner
AMERICA'S PLANTER RESOURCE	2,176,504	7/28/98	New England Pottery, Inc.
ELEGANCE IN LIGHTING BY GKI	2,188,074	9/8/98	New England Pottery Co., Inc.
GKI	1,927,430	10/17/95	New England Pottery Co., Inc.
GKI/BETHLEHEM LIGHTING	2,699,548	3/25/2003	New England Pottery Co., Inc.
NEP LINK	2,180,299	8/11/98	New England Pottery, Inc.
PERM-O-SNAP	1,490,060	5/31/88	New England Pottery Co., Inc.
TWIST PROOF LAMPS	1,977,452	5/28/96	New England Pottery Co., Inc.
WALKWAY TREES	2,772,735	10/7/03	New England Pottery Co., Inc.

U.S. TRADEMARK APPLICATIONS

Trademark	Serial No.	Filing Date	Owner
AMERELLE	76/519557	06/04/2003	American Tack & Hardware Co., Inc.
LOCKER LITES	76/437451	08/05/2002	American Tack & Hardware Co., Inc.
WESTEK LIGHTING	76/147513	10/16/2000	American Tack & Hardware Co., Inc.
NEW ENGLAND POTTERY (and Design)	76/405634	5/10/02	New England Pottery Co., Inc.
NEW ENGLAND POTTERY	76/405476	5/10/02	New England Pottery Co., Inc.

CANADIAN TRADEMARK APPLICATIONS

Trademark	Serial No.	Filing Date	Owner
AMERELLE	CA119844900	12/04/2003	American Tack & Hardware Co., Inc.
COUNTRY BLACKSMITH (and Design)	CA105914000	05/16/2000	American Tack & Hardware Co., Inc.
LOCKER LITES	CA116531000	01/20/2003	American Tack & Hardware Co., Inc.
WESTEK IN TOUCH WITH TECHNOLOGY	CA110041700	04/17/2001	American Tack & Hardware Co., Inc.