

MAJ RECORD
6-23-98

06-26-1998



Tab settings

To the Honorable Commissioner of Patents and

100748404

original documents or copy thereof.

1. Name of conveying party(ies):
UnionTools Watering Products, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: June 8, 1998

2. Name and address of receiving party(ies)

Name: Heller Financial, Inc.

Internal Address: _____

Street Address: 500 West Monroe Street

City: Chicago State: IL Zip: 60661

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

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

4. Application number(s) or trademark

A. Trademark Application No.(s)

B. Trademark Registration

See attached Schedule I

Additional numbers attached? Yes No

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

Name: Nancy A. Butler

Internal Address: 16th Floor

Street Address: Katten Muchin & Zavis

525 W. Monroe

City: Chicago State IL ZIP: 6066

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41) \$ 265.00

- Enclosed
- Authorized to be charged to deposit

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is true of the original document.

Nancy A. Butler
Name of Person

Nancy Butler
Signature

6/17/98
Date

Total number of pages including cover sheet, attachments, and document: 10

06/26/1998 10:00:16
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02 FC:442

TRADEMARKS

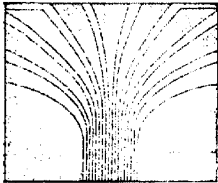

Attached

TRADEMARK APPLICATIONS

Attached

TRADEMARKS

Active Federal Mark Registrations

<i>Mark</i>	<i>Registration No./ Registration Date</i>	<i>Goods/Services</i>
	930,770 March 14, 1972	Apparatus to distribute water to lawns, plants, etc. such as sprinklers; Class 11
THOMPSON	934,805 May 30, 1972	Apparatus to distribute water to lawns, plants, etc. such as sprinklers; Class 11
	907,402 February 9, 1971	Home and garden fertilizers, and kits containing soluble fertilizer tablets and dispensers for introducing such fertilizer into irrigation water, (Class 1); lawn sprinklers, root feeders, and mixing dispensers for introducing soluble fertilizers into the hose line for plant feeding (Class 21)
SQUARESPRAY	698,422 May 31, 1960	Sprinklers (Class 11)

Inactive Federal Registrations

<u>Mark</u>	<u>Registration No./ Registration Date</u>	<u>Goods</u>
Design	919,244 August 31, 1971	Apparatus to distribute water to lawns, plants, etc. namely sprinklers; Class 11
THOMPSON and Design	919,243 August 31, 1971	Apparatus to distribute water to lawns, plants, etc. namely sprinklers; Class 11
RAIN SPRAY	821,445 January 3, 1967	Water sprinklers and valves, Class 11
ROWE'L-EZY (Stylized)	601,893 February 8, 1955	Lawn edgers (Class 8)
WATERSPIKE and Design	562,094 July 22, 1952	Combination ground inserting sub-soil nozzle and surface water sprinkler for attachment to a garden hose or irrigating water sprinkler system (Class 11)
MADE WITH PRIDE IN THE USA and Design	1,478,539 March 1, 1988	lawn and garden sprinklers (Class 11)

TRADEMARK APPLICATIONS

None

COLUMBUS/0447557.01

TRADEMARK SECURITY AGREEMENT

WHEREAS, UNIONTOOLS WATERING PRODUCTS, INC., a Delaware corporation ("Grantor"), owns the Trademarks and applications for Trademarks listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor is the wholly owned subsidiary of UnionTools, Inc. ("Parent") and conducts its business as a common enterprise with Parent and, accordingly, the financial accommodations made by the Lenders to Parent pursuant to the Credit Agreement (described below) inure to the direct and material benefit of the Grantor; and

WHEREAS, Parent, Agent and the Lenders are parties to that certain Amended and Restated Credit Agreement dated as of May 20, 1997 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have agreed to make loans and other financial accommodations to or for the benefit of the Parent and its Subsidiaries; and

WHEREAS, the Grantor has executed and delivered in favor of the Agent a Subsidiary Guaranty (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty"), pursuant to which the Grantor has guaranteed the payment and performance by Borrower of its obligations under the Credit Agreement; and

WHEREAS, pursuant to the terms of the Security Agreement dated as of June 8, 1998 (as amended and in effect from time to time, the "Security Agreement") between Grantor and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee for the benefit of Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Guaranty;

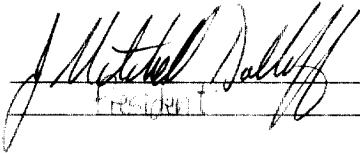
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark and application for Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (2) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

The security interest granted hereby is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the 8th day of June, 1998.

UNIONTOOLS WATERING PRODUCTS, INC.

By: 
Title: _____

Acknowledged:

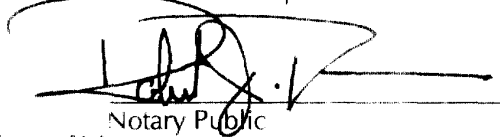
HELLER FINANCIAL, INC., as Agent

By: _____
Title: _____

ACKNOWLEDGEMENT

STATE OF OHIO)
) ss.
COUNTY OF FRANKLIN)

On the 8th day of June, 1998 before me personally appeared J. Mitchell Dolloff, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as President of UNIONTOOLS WATERING PRODUCTS, INC. who being by me duly sworn, did depose and say that he/she is President of UNIONTOOLS WATERING PRODUCTS, INC., the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he/she signed his/her name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

ROBERT J. TANNOUS, Attorney At Law
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

{Seal}

My commission expires: _____

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On the ___ day of _____, 19__ before me personally appeared _____, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as _____ of Heller Financial, Inc. who being by me duly sworn, did depose and say that he/she is _____ of Heller Financial, Inc., the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he/she signed his/her name thereto by like order; and that he/she acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

{Seal}

My commission expires: _____

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the 8th day of June, 1998.

UNIONTOOLS WATERING PRODUCTS, INC.

By: _____
Title: _____

Acknowledged:

HELLER FINANCIAL, INC., as Agent

By: Walter K. Kurland
Title: ASSISTANT VICE PRESIDENT

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On the ____ day of _____, 19__ before me personally appeared _____, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as _____ of UNIONTOOLS WATERING PRODUCTS, INC. who being by me duly sworn, did depose and say that he/she is _____ of UNIONTOOLS WATERING PRODUCTS, INC., the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he/she signed his/her name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

{Seal}

My commission expires: _____

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On the 8th day of June, 1999 before me personally appeared William W. Vukovich, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Asst. Vice President of Heller Financial, Inc. who being by me duly sworn, did depose and say that he/she is Asst. Vice President of Heller Financial, Inc., the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he/she signed his/her name thereto by like order; and that he/she acknowledged said instrument to be the free act and deed of said corporation.

Maria C Pooley
Notary Public

{Seal}

My commission expires: _____



TRADEMARK
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