

11-20-1998

FORM PTO-1618A

Expires 06/30/99
OMB 0651-0027U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

100904816

11-19-98

Mays

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type



New



Resubmission (Non-Recordation)

Document ID #



Correction of PTO Error

Reel #

Frame #



Corrective Document

Reel #

Frame #

Conveyance Type



Assignment



License



Security Agreement



Nunc Pro Tunc Assignment



Merger



Change of Name



Other

Effective Date
Month Day Year

Conveying Party



Mark if additional names of conveying parties attached

Name

Snapper, Inc.

Execution Date
Month Day Year

11/11/98

Formerly



Individual



General Partnership



Limited Partnership



Corporation



Association



Other



Citizenship/State of Incorporation/Organization

Georgia

Receiving Party



Mark if additional names of receiving parties attached

Name

Fleet Capital Corporation, as agent

DBA/AKA/TA

Composed of

Address (line 1)

300 Galleria Parkway

Address (line 2)

Suite 800

Address (line 3)

Atlanta

City

Georgia

State/Country

30337

Zip Code



Individual



General Partnership



Limited Partnership



If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)



Corporation



Association



Other



Citizenship/State of Incorporation/Organization

Rhode Island

FOR OFFICE USE ONLY

11/20/1998 JSMBZZ 00000063 75350420

01 FC:481

02 FC:482

40.00 BP

800.00 BP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231TRADEMARK
REEL: 1816 FRAME: 0568

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number 404-523-5300

Name

Ms. Leigh Freer, Paralegal

Address (line 1)

Parker, Hudson, Rainer & Dobbs LLP

Address (line 2)

1500 Marquis Two Tower

Address (line 3)

285 Peachtree Center Avenue

Address (line 4)

Atlanta, Georgia 30303

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

13

Trademark Application Number(s) or Registration Number(s)



Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75350420

75453982

2196494

2036223

1875813

75453981

75099534

1759477

1064334

1823510

75494408

1817735

1864528

2064023

Number of Properties

Enter the total number of properties involved.

33

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 840.00

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐

No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☐ Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

☐ Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

1165244	1070915	1781987
1392970	2162845	2138606
1858994	1073474	741567
1186440	2187119	1056460
2101146	2138752	2087765
2086355	1274849	2090111
1056462		

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made this 11th day of November, 1998, between **FLEET CAPITAL CORPORATION**, a Rhode Island corporation having an office at 300 Galleria Parkway, N.W., Suite 800, Atlanta, Georgia 30339, in its capacity as collateral and administrative agent for the Lenders (as hereinafter defined) (together with its successors in such capacity, "Agent"), and **SNAPPER, INC.**, a Georgia corporation having an office at 535 Macon Road, McDonough, Georgia 30253 (the "Company").

Recitals:

The Company desires to obtain loans and other financial accommodations from those financial institutions (collectively, "Lenders") as are parties from time to time to that certain Loan and Security Agreement dated the date hereof among the Company, Agent and Lenders (as at any time amended, the "Loan Agreement").

Lenders are willing to make loans and other financial accommodations to the Company from time to time, pursuant to the terms of the Loan Agreement, provided that the Company executes this Agreement.

The Company has contemporaneously herewith, pursuant to the Loan Agreement, granted to Agent, for the Pro Rata benefit of Lenders, a lien upon and security interest in the Company's now existing or hereafter acquired machinery, equipment, equipment formulations, manufacturing procedures, quality control procedures and product specifications relating to products sold under the Trademarks (as hereinafter defined).

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company hereby agrees with Agent as follows:

1. All capitalized terms used herein, including those used in the Recitals hereto, unless otherwise defined shall have the meanings ascribed to them in the Loan Agreement.

2. To secure the prompt payment and performance of the Obligations, the Company hereby pledges, assigns and grants to Agent, for the Pro Rata benefit of Lenders, a continuing security interest in and Lien upon all of the following property of the Company, whether now owned or existing or hereafter acquired (the "Collateral"):

(a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, each trademark and application listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements or dilution thereof or injury to the associated goodwill, (iii) the right to sue for past, present and future infringements or dilution thereof or injury to the associated goodwill, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks");

(b) the goodwill of the Company's business connected with and symbolized by each Trademark; and

(c) all proceeds and products of the foregoing.

3. The Company represents and warrants to Agent and Lenders that:

(a) Each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) Upon filing of this Agreement in the United States Patent and Trademark Office and the filing of a UCC financing statement naming Agent as secured party and the Company as debtor that includes general intangibles in the description of the collateral therein, with respect to United States trademarks, this Agreement will create a legal and valid perfected lien upon and security interest in the Collateral, enforceable against Borrower and all third Persons in accordance with its terms, subject to applicable bankruptcy, insolvency or other similar laws of general application affecting the enforcement of creditors' rights and general principles of equity;

(c) To the Company's best knowledge, no claim has been made that the use of any of the Trademarks does or may violate the rights of any third Person;

(d) The Company has the corporate power and authority to enter into this Agreement and perform its terms;

(e) Each of the Trademarks is valid and enforceable; and

(f) The Company is the sole and exclusive owner of the entire right, title and interest in and to all of the

Collateral, free and clear of any Liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Company not to sue third Persons;

4. The Company covenants and agrees with Agent and Lenders that:

(a) Except with Agent's prior written consent, which consent will not be unreasonably withheld, the Company will maintain the quality of the products associated with the Trademarks, at a level consistent with the quality at the time of this Agreement. The Company will provide Agent quarterly with a certificate to that effect in the form attached hereto as Exhibit B executed by an officer of the Company;

(b) The Company has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of all pending and registered United States Trademarks and has made, and will continue to make, all appropriate filings with the United States Patent and Trademark Office to maintain the Trademark registrations in existence, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office for each Trademark as required by Applicable Law to maintain the registration thereof without loss of protection therefor, other than any such Trademark the use of which the Company elects to discontinue and the discontinuance of which shall not have a Material Adverse Effect, provided the Company shall have given prior written notice to Agent of such discontinuance.

5. The Company hereby grants to Agent and its employees and agents the right upon reasonable prior notice to the Company to visit the Company's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks and to inspect the products and quality control records relating thereto at reasonable times during regular business hours. The Company shall do any and all acts reasonably required by Agent to ensure the Company's compliance with paragraph 4(a) of this Agreement.

6. The Company agrees that, until all of the Obligations have been satisfied in full, it will not enter into any agreement (including, without limitation, any license agreement) which is inconsistent with the Company's duties under this Agreement.

7. If, before the Obligations have been satisfied in full, the Company shall obtain rights to any new trademarks, or becomes entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and the Company shall give to Agent prompt notice thereof in writing.

8. The Company authorizes Agent to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications within the definition of Trademarks under paragraph 2 or paragraph 7 hereof.

9. Upon and at any time after the occurrence of an Event of Default, Agent shall have, in addition to all other rights and remedies given it by this Agreement, all rights and remedies under Applicable Law and all rights and remedies of a secured party under the UCC. Without limiting the generality of the foregoing, Agent may immediately, for the benefit of Lenders, without demand of performance and without notice (except as described in the next sentence, if required by Applicable Law), or demand, each of which the Company hereby expressly waives, and without advertisement (except as otherwise provided by Applicable Law) collect directly any payments due the Company in respect of the Collateral, or sell at public or private sale or otherwise realize upon all or, from time to time, any of the Collateral. The Company hereby agrees that ten (10) days notice to the Company of any public or private sale or other disposition of any of the Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by Applicable Law. At any such sale or disposition, Agent may, to the extent permitted by Applicable Law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of the Company, which right the Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Collateral all costs and expenses incurred by Agent in enforcing its rights hereunder (including, without limitation, all attorneys' fees), Agent shall apply the remainder of such proceeds to the payment of the Obligations for the Pro Rata benefit of Lenders in accordance with the terms of the Loan Agreement. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Company. If any deficiency shall arise, the Company and each guarantor of the Obligations shall remain jointly and severally liable to Lenders therefor.

10. The Company hereby makes, constitutes and appoints Agent and any officer or agent of Agent as Agent may select as the Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing: to endorse the Company's name on all applications, documents, papers and instruments necessary for Agent to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to any other Person. The Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until all of the

Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated.

11. At such time as all of the Obligations shall have been satisfied finally and in full and the Commitments under the Loan Agreement shall have been terminated, Agent shall execute and deliver to the Company, without representation, warranty or recourse and at the Company's expense, all releases and other instruments necessary to terminate Agent's security interest in the Collateral, subject to any disposition thereof which may have been made by Agent pursuant to the terms of this Agreement, the Loan Agreement or any other Loan Document.

12. Any and all fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable attorneys' fees and legal expenses), incurred by Agent or any Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining, or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by the Company (it being the intent of the Company and Agent that the Company shall be responsible for the payment of all reasonable sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Agent, shall be paid by the Company **on demand** to Agent and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the rate per annum in effect from time to time under the Loan Agreement.

13. The Company shall use its best efforts to detect any infringers of the Trademarks and shall notify Agent in writing of infringements detected. Unless Agent shall otherwise consent in writing, which consent shall not be unreasonably withheld, the Company shall have the duty, through counsel acceptable to Agent, to prosecute diligently any trademark application of the Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks and to do any and all acts which are deemed reasonably necessary or desirable by Agent to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with such applications or proceedings shall be borne by the Company. The Company shall not abandon any right to file a trademark application, or any pending trademark application or Trademark without the consent of Agent, which consent shall not be unreasonably withheld.

14. Upon the occurrence and during the continuance of an Event of Default, (a) Agent shall have the right, but shall in no way be obligated, to bring suit in its own name, to enforce the Trademarks and any license thereunder or to protect the rights of the parties thereunder, in which event the Company shall at the request of Agent do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Agent to aid such enforcement, and the Company shall promptly, **upon demand**, reimburse and indemnify Agent for all costs and expenses incurred in the exercise of Agent's rights under this paragraph 13(a).

(b) Agent shall have the right, but in no way shall be obligated, to defend any suit or counterclaim in its own name in order to defend the Trademarks and any licenses thereunder, in which event the Company shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such defense and the Company shall promptly, **upon demand**, reimburse and indemnify Agent for all costs and expenses incurred by Agent in the exercise of its rights under this paragraph 13(b).

15. No course of dealing between the Company and Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Agent's rights and remedies with respect to the Collateral, whether established by this Agreement, by the Loan Agreement, by any other agreements or by Applicable Law, shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. This Agreement constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supercedes all prior agreements and understandings, inducements or conditions, whether express or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 8 hereof.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Agent and upon the successors and permitted assigns of the Company. The Company shall not assign its rights or delegate its duties hereunder without the prior written consent of Agent.

20. The Company hereby waives notice of Agent's acceptance hereof.

21. THIS AGREEMENT HAS BEEN EXECUTED AND DELIVERED AT AND SHALL BE DEEMED TO HAVE BEEN MADE IN ATLANTA, GEORGIA. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF GEORGIA.

22. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY AND AGENT EACH WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE COLLATERAL.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal in Atlanta, Georgia on the day and year first written above.

ATTEST:


Paul N. Kiel, Secretary

[CORPORATE SEAL]

SNAPPER, INC.

("Assignor")

By: 


Robin G. Chamberlain,
President and Chief
Executive Officer

Accepted in Atlanta, Georgia:

FLEET CAPITAL CORPORATION,

as Agent ("Agent")

By: 

Title: 

STATE OF GEORGIA §
 §
COUNTY OF FULTON §

BEFORE ME, the undersigned authority, on this day personally appeared Robin G. Chamberlain, President and Chief Executive Officer of **Snapper, Inc.**, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 11th day of November, 1998.

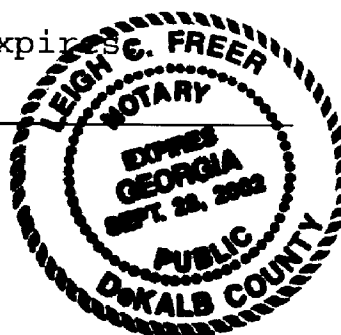
Leigh C. Freer

Notary Public

My Commission Expires:

9-28-2002

[NOTARIAL SEAL]



STATE OF GEORGIA)
)
COUNTY OF FULTON)

BEFORE ME, the undersigned authority, on this day personally appeared John Coker of **Fleet Capital Corporation**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 11th day of November, 1998.

Leigh C. Freer

Notary Public

My Commission Expires:

9-28-2002

[NOTARIAL SEAL]

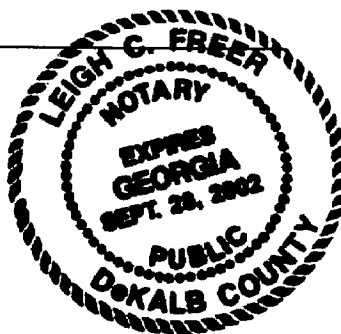


EXHIBIT A

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Country</u>	<u>Application or Registra- tion Number</u>	<u>Registration Date</u>
GROUNDS CREWSER	Borrower	Registration Pending	United States	75/350420	9/2/97
LAWN CRUISER	Borrower	Registration Pending	United States	75/453981	3/20/98
PRO EXPRESS	Borrower	Registered	United States	2,196,494	10/13/98
SNAPPER (for clothing)	Borrower	Registration Pending	United States	75/494408	6/1/98
SNAPPER GROUNDBREAKER	Borrower	Registration Pending	United States	75/453982	3/20/98
YARD CRUISER	Borrower	TTAB Proceeding in Progress	United States	75/099534	5/6/96
A.I.R.	Borrower	Registered	United States	2,036,223	2/4/97
ACCUTRAC	Borrower	Registered	United States	1,875,813	1/24/95
ANYTHING LESS JUST WON'T CUT IT	Borrower	Registered	United States	1,759,477	3/23/93
BAG-N-WAGON	Borrower	Registered	United States	1,064,334	4/26/97
BLACK HAWK & Design (First)	Borrower	Registered	United States	1,823,510	2/22/94
BLACK HAWK & Design (Second)	Borrower	Registered	United States	1,817,735	1/25/94
COMET II	Borrower	Registered	United States	1,864,528	11/29/94
DURA-STEEL	Borrower	Registered	United States	2,064,023	5/20/97

{68963.3} 000052-00243

**TRADEMARK
REEL: 1816 FRAME: 0579**

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Country</u>	<u>Application or Registra- tion Number</u>	<u>Registration Date</u>
HI-VAC	Borrower	Registered	United States	1,165,244	8/18/81
HV	Borrower	Registered	United States	1,070,915	8/9/77
NINJA	Borrower	Registered	United States	1,781,987	7/13/93
PAC-N-SAC	Borrower	Registered	United States	1,392,970	5/13/86
PRO CRUISER	Borrower	Registered	United States	2,162,845	6/2/98
SAM - Snapper American Made (for products)	Borrower	Registered	United States	2,138,606	2/24/98
SNAP-LEASE	Borrower	Registered	United States	1,858,994	10/18/94
SNAPPER (for tillers)	Borrower	Registered	United States	1,073,474	9/20/97
SNAPPER (for mowers)	Borrower	Registered	United States	741,567	12/4/62
SNAPPER (for snowthrower)	Borrower	Registered	United States	1,186,440	1/19/82
SNAPPER & DESIGN	Borrower	Registered	United States	2,187,119	9/8/98
SNAPPERIZER	Borrower	Registered	United States	1,056,460	1/18/97
SNAPPERZRIDER (Snapper Rider and Design)	Borrower	Registered	United States	2,101,146	9/30/97
SNAPPER LITE	Borrower	Registered	United States	2,138,752	2/24/98
SNAPPER PRO	Borrower	Registered	United States	2,087,765	8/12/97

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Country</u>	<u>Application or Registra- tion Number</u>	<u>Registration Date</u>
SUPER SIX	Borrower	Registered	United States	2,086,355	8/5/97
THATCHERIZER	Borrower	Registered	United States	1,274,849	4/24/84
TURF CRUISER	Borrower	Registered	United States	2,090,111	8/19/97
TURTLE DESIGN	Borrower	Registered	United States	1,056,462	1/18/77
NINJA	Fuqua Industries, Inc.	Registered	U.K.	1,508,461	7/12/92
NINJA	Fuqua Industries, Inc.	Registered	Benelux	526.502	8/20/92
NINJA	Fuqua Industries, Inc.	Registered	France	92434226	9/17/92
NINJA	Fuqua Industries, Inc.	Registered	Germany	2046171	10/1/93
SNAPPER	Borrower	Registered	Austria	122008	5/3/98
SNAPPER	Borrower	Registered	Italy	337,703	10/19/76
SNAPPER	Borrower	Registered	France	1 374 006	10/9/86
SNAPPER	Borrower	Registered	U.K.	1427305	4/18/97
SNAPPER	Borrower	Pending	Venezuela	006571-97	
SNAPPER	Borrower	Registered	Benelux	Reg. 341.860	10/6/96
SNAPPER	Borrower	Registered	Australia	301599	10/27/97
SNAPPER	Borrower	Registered	South Africa	82/9069	4/2/93
SNAPPER	Borrower	Registered	Mexico	415,264	6/2/92

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Country</u>	<u>Application or Registra- tion Number</u>	<u>Registration Date</u>
SNAPPER	Fuqua Industries, Inc.	Registered	Canada	133,559	11/22/93
SNAPPER & Design (Legendary Quality with Turtle)	Borrower	Registration Pending	Canada	793,342	
ANYTHING LESS JUST WON'T CUT IT.	Borrower	Registration Pending	Canada	881,716	
SNAPPER	Borrower	Registered	Japan	1361144	12/31/77
SNAPPER	Borrower	Registered	Japan	1361145 katakana	12/31/97
SNAPPER ACCESS	Borrower	Registration Pending	EU-Community	355800	
SNAPPER	Borrower	Registered	Germany	977323	11/1/96

EXHIBIT B

CERTIFICATE

SNAPPER, INC. (the "Company"), DOES HEREBY CERTIFY to **FLEET CAPITAL CORPORATION** ("Agent") as agent for itself and certain other financial institutions ("Lenders") that are parties from time to time to the Loan and Security Agreement among Agent, the Company and Lenders, that the quality of the products associated with the Trademarks listed on Exhibit A of the Trademark Security Agreement dated November __, 1998, between the Company and Agent (as amended from time to time to include future trademarks and trademark applications, the "Agreement"), has been maintained at a level consistent with the quality of such products at the time of the execution of the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Certificate, this ____ day of _____, ____.

SNAPPER, INC.

By: _____

Title: _____