

RECORD/
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12-22-1998

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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100927027

original documents or copy thereof.

1. Name of conveying party(ies):

Euro United Corporation

- Individual(s)
- General Partnership
- Corporation-State
- 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: November 13, 1998

2. Name and address of receiving party(ies)

Name: General Electric Capital Canada Inc.

Internal Address: Suite 1400

Street Address: 123 Front St. West

City: Toronto ^{PROV:} Ontario ^{State:} Ontario ZIP: M5J 2M2
Canada

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

If assignee is not domiciled in the United States, a domestic representative designator 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 patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Laura L. Konrath

Internal Address: Winston & Strawn
33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

12/17/1998 ENROUTE 00000092 1913357

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41).....\$ 290.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

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

01 FC:481
02 FC:482

40.00 DP
250.00 DP

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 a true copy of the original document.

Laura L. Konrath
Name of Person Signing

Signature

December 1, 1998
Date

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

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

Commissioner of Patents & Trademarks, Box Assignments TRADEMARK

REEL: 1828 FRAME: 0242

Continuation
Item 4

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Registered Trademarks

Trademark	Registration No.	Registration Date	Renewal Date
PALM BEACH COLLECTION Design	1,913,357	August 22, 1995	August 22/2000- August 22/2001
INSIDE OUT	1,711,763	September 1, 1992	September 1, 1997- September 1, 1999

Trademark Applications

Trademark	Application No.	Filing Date
AMIGO COLLECTION	75/428,411	February 3, 1998
EURO MILLENNIUM COLLECTION	75/428,412	February 3, 1998
EURO UNITED	75/504,695	June 16, 1998
EUROWARE	75/428,413	February 3, 1998
FITLIFE	75/428,408	February 3, 1998
RESINMADE	75/428,410	February 3, 1998
RESINMAID	75/428,409	February 3, 1998
SHAF & Design	75/383,991	November 3, 1997
SHAF & Design	75/476,443	April 29, 1998

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 13, 1998, between EURO UNITED CORPORATION, a Canada corporation ("Grantor"). in favor of GENERAL ELECTRIC CAPITAL CANADA INC., a Canada corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Euro United Corporation, a Canada corporation ("Borrower"), the Credit Parties signatory thereto (together with Borrower, the "Credit Parties"), the lenders signatory thereto from time to time (the "Lenders") and Agent (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations on behalf of Borrower;

WHEREAS, in order to induce Agent and Lenders to enter into the Credit Agreement and the other Loan Documents and to induce Lenders to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, Grantor has secured payment of the Obligations under that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement") by and between Grantor and Agent, for the benefit of Agent and Lenders;

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** To secure the prompt and complete payment, performance and observance of all of the Obligations, Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized

by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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.

[signature page follows]

398530.1

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

EURO UNITED CORPORATION

By: _____
Name: Sam Rehani
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL
CANADA INC., as Agent**

By: _____
Name: Francois A. Wentzel
Title: Duly Authorized Signatory

TRADEMARK
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ACKNOWLEDGMENT OF GRANTOR

ONTARIO

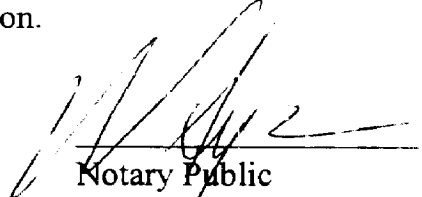
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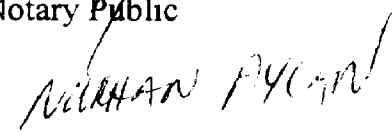
) ss.

CANADA

)

On this 13th day of November, 1998, before me personally appeared Sam Rehani, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of EURO UNITED CORPORATION, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public


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SHAF & Design	75/476,443	April 29, 1998

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Schedule I - 1

RECORDED: 12/14/1998

TRADEMARK
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