

GARY PRODUCTS GROUP, INC.

Schedule of
Trademark Applications and Registrations

I. PENDING APPLICATIONS/SERIAL NOS.

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
NORTHERN LIGHTS	75/530,332	08/04/98
PENTA	75/675,732	04/05/99

II. REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
LITES-UP	1,545,408	06/27/89
GPG	1,593,060	04/24/90
LU (logo)	1,819,945	02/08/94
SNO-BALL	1,869,452	12/27/94
LITE N'UP	1,912,429	08/15/95
VINTAGE VINYARDS	1,975,335	05/21/96
TROPICAL TREASURES	1,977,229	05/28/96
SENSATIONAL CELESTIALS	1,980,112	06/11/96
FABULOUS FROGS	1,981,541	06/18/96
HIGH STREET	2,022,454	12/10/96
FEED ME FRANKIE	2,031,245	01/14/97
PIG OUT PUMPKIN	2,039,518	02/18/97
GOBLIN' GHOSTY	2,045,073	03/11/97
ALL-IN-ONE	2,048,246	03/25/97
FRITE N' UP	2,067,715	06/03/97
EVERGREEN	2,107,534	10/21/97
FOLD N' GO	2,114,644	11/18/97
PIVOT POINT	2,201,788	11/03/98
E-Z SNAP	2,235,998	03/30/99

TRADEMARK AGREEMENT

THIS TRADEMARK AGREEMENT (this "Agreement"), dated as of February 2, 2000, is made by GARY PRODUCTS GROUP, INC., a Delaware corporation (the "Debtor"), in favor of WELLS FARGO BANK, N.A., as agent for each of the Lenders (as defined hereinafter) (together with its successors and assigns in such capacity, the "Administrative Lender").

RECITALS

WHEREAS, the Debtor's parent, Merchant Holdings Corporation, ("Merchant"), is a party to the Revolving Credit and Term Loan Agreement dated as of February 2, 2000 by and among Debtor, Merchant, Minami International Corporation ("MIC"), Minami International (Hong Kong) Limited ("MIL", together with the Debtor, Merchant, MIC, and MIL, collectively, the "Borrower Parties"), the several financial institutions from time to time party thereto (together with the Swap Providers, the Issuing Bank and the Swingline Lender (each as defined in the Credit Agreement), the "Lenders"), and the Administrative Lender, as agent for the Lenders (as amended, restated, modified, renewed, supplemented or extended from time to time, the "Credit Agreement"); and

WHEREAS, the Borrower Parties and Merchant's wholly owned subsidiary, Foremost-Minami Co., Ltd., ("FMC", together with the Borrower Parties, the "Merchant Parties"), have each entered into various other Loan Documents dated as of February 2, 2000, in favor of the Administrative Lender, in connection with and as a condition under the Credit Agreement;

WHEREAS, concurrently and in connection herewith, the Debtor is executing a Guaranty Agreement dated as of the date hereof in favor of the Administrative Lender for the benefit of the Lenders (the "Debtor Guaranty Agreement"), pursuant to which the Debtor guarantees payment of all advances, debts, obligations and liabilities of the Merchant Parties under the Loan Documents, as defined in the Credit Agreement; and

WHEREAS, concurrently and in connection herewith, the Debtor is also executing a Security Agreement dated as of the date hereof in favor of the Administrative Lender for the benefit of the Lenders (the "Debtor Security Agreement");

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Debtor hereby agrees, for the benefit of the Lender, as follows:

1. DEFINITIONS

"Secured Obligations" has the meaning set forth in the Debtor Security Agreement.

Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

2. GRANT OF SECURITY INTEREST

As collateral security for the prompt and complete payment and performance of Secured Obligations hereby assigns and pledges to the Administrative Lender for its benefit and the ratable benefit of each of the Lenders, and hereby grants to the Administrative Lender for its benefit and the ratable benefit of each of the Lenders and the Swap Providers a security interest in, all of the Debtor's right, title and interest in and to the following, whether now or hereafter existing or acquired (the "Trademark Collateral"):

(a) all registered trademarks and service marks of the Debtor, all registrations and recordings thereof, and all applications in connection therewith (collectively, the "Trademarks") listed in Item A of Attachment 1 hereto;

(b) all licenses of Trademarks to or by Debtor, including each Trademark license referred to in Item B of Attachment 1 hereto;

(c) all reissues, extensions or, renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Debtor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration, or Trademark license referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

3. SECURITY AGREEMENT

This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Administrative Lender in the Trademark Collateral with the United States Patent and Trademark Office and Canadian Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Lender for its benefit and the benefit of each of the Lenders under the Debtor Security Agreement. The Debtor Security Agreement (and all rights and remedies of the Administrative Lender thereunder) shall remain in full force and effect in accordance with its terms.

4. RELEASE OF SECURITY INTEREST


Upon the payment in full of the Loans, expiration or termination of all Letters of Credit and the Commitments, termination of all Swap Contracts with the Swap Providers and payment of the other Obligations then due and payable, the security interest granted herein shall automatically terminate, and all rights to the Trademark Collateral shall revert to the Debtor. Upon any such termination, the Administrative Lender shall, at the Debtor's expense, execute and deliver to the Debtor all instruments and other documents as Debtor shall reasonably request to release the Lien upon the Trademark Collateral which has been granted hereunder to evidence such termination.

5. ACKNOWLEDGMENT

The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Debtor Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

GARY PRODUCTS GROUP, INC.

By: 
Name: MARK POFF
Title: EXECUTIVE VICE PRESIDENT
AND SECRETARY

**ATTACHMENT 1
To
TRADEMARK AGREEMENT**

ITEM A:

REGISTERED U.S. TRADEMARKS

Trademark	RegistrationNo.	Registration Date
LITES-UP	1,545,408	06/27/89
GPG	1,593,060	04/24/90
LU (logo)	1,819,945	02/08/94
SNO-BALL	1,869,452	12/27/94
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E-Z SNAP	2,235,998	03/30/99

1.

[Gary Products Group]

REGISTERED CANADIAN TRADEMARKS

Trademark	Registration No.	Registration Date
GPG	386,157	06/28/91

PENDING U.S. TRADEMARK APPLICATIONS

Trademark	Serial No.	Filing Date
NORTHERN LIGHTS ¹	75/530,332	08/04/98
PENTA	75/675,732	04/05/99

PENDING CANADIAN TRADEMARK APPLICATIONS

Trademark	Registration No.	Registration Date
NORTHERN LIGHTS	871,189	03/03/98

ITEM B:

TRADEMARK LICENSES

None

¹ U.S. Patent and Trademark Office indicates "final refusal" status.

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Conveying Party: Gary Products Group, Inc.

Receiving Party: Wells Fargo Bank, N.A.

Application Serial Nos.:

75/530,332 and 75/675,732

Registration Nos.:

1,545,408	1,981,541
1,593,060	2,022,454
1,819,945	2,031,245
1,869,452	2,039,518
1,912,429	2,045,073
1,975,335	2,048,246
1,977,229	2,067,715
1,980,112	2,107,534
2,114,644	2,235,998
2,201,788	

CERTIFICATE OF MAILING BY FIRST CLASS MAIL

BOX ASSIGNMENTS

Commissioner of Patents and Trademarks
Washington, D.C. 20231

Dear Sir:

I hereby certify that the attached Recordation Form Cover Sheet Trademarks Only, Schedule of Trademark Applications and Registrations, Trademark Agreement, Attachment 1 to Trademark Agreement, check in the amount of \$540.00, Authorization to Charge Deposit Account, and receipt verification postcard are being deposited with the United States Postal Service as first class mail in an envelope addressed to: BOX ASSIGNMENTS, Commissioner of Patents and Trademarks, Washington, D.C. 20231, on February 24, 2000.

Respectfully submitted,

By: 
Denisen F. Hartlove