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05-18-2000

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



101360998

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

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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 Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

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 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

05/17/2000 JSH/DAZZ 00000111 1306664

FOR OFFICE USE ONLY

01 FC:481 40.00 DP
02 FC:482 100.00 DP

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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. 20231

TRADEMARK
REEL: 002075 FRAME: 0021

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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

#

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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,306,664"/>	<input type="text" value="1,930,909"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,053,731"/>	<input type="text" value="1,930,908"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,255,493"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

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: #

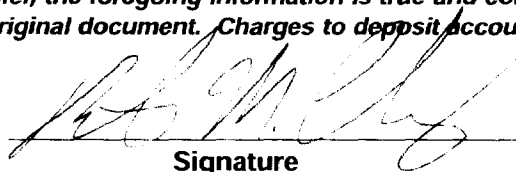
Authorization to charge additional fees: Yes No

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.

Robert M. Cloninger

Name of Person Signing



Signature

May 3, 2000

Date Signed

**MEMORANDUM OF SECURED PROMISSORY NOTE
AND
SECURITY AGREEMENT**

This **MEMORANDUM OF SECURED PROMISSORY NOTE AND SECURITY AGREEMENT** is entered into as of the 30th day of December, 1999 (the "Closing Date"), by and between LewisCraft, Inc., a Florida corporation (the "Debtor") and Newell Rubbermaid Inc., a Delaware corporation (the "Secured Party").

WHEREAS, this Memorandum of Secured Promissory Note and Security Agreement is executed and delivered in connection with that certain Asset Purchase and Sale Agreement (the "Purchase Agreement") entered into as of the Closing Date by and between the Debtor and Sanford, L.P., an Illinois limited partnership and wholly-owned subsidiary of the Secured Party.

WHEREAS, in connection with the Purchase Agreement, the Debtor incurred certain indebtedness to the Secured Party as evidenced in a Secured Promissory Note and Security Agreement (the "Note") executed by the Debtor as of the Closing Date.

WHEREAS, as set forth in the Note, the principal indebtedness evidenced thereby shall be payable in eighteen (18) consecutive monthly installments commencing on March 1, 2000 through and including the Maturity Date.

NOW, THEREFORE, in order to secure the prompt performance of the Debtor's obligations to the Secured Party as described in the Note, the Debtor and the Secured Party have agreed to the following Security Agreement set forth as Section 4 of the Note:

1. Security Agreement. In order to secure the prompt performance of the Debtor's obligations to Secured Party as described in the Note, including, but not limited to, the payment of all principal and interest when due thereunder, as well as any costs incurred by Secured Party to obtain, preserve and enforce the security interests granted thereunder, to collect the obligations secured thereby and to maintain and preserve the Collateral (collectively referred to herein as the "Indebtedness"), the Debtor assigns, pledges, grants and transfers to the Secured Party a continuing security interest in all of the Debtor's right, title and interest in and to all of the assets acquired by the Debtor pursuant to the Purchase Agreement and all other personal property and fixtures, including the following, in each case whether now owned or hereafter acquired and wherever located (collectively, the "Collateral"):

(a) Accounts. All present and future accounts, accounts receivable, and other rights of the Debtor to payment for goods sold or leased or for services rendered, whether now existing or hereafter arising and wherever arising, and whether or not they have been earned by performance; unless the Debtor has otherwise pledged said

accounts in connection with a factoring agreement with a third party.

(b) Inventory. All inventory and goods now owned or hereafter acquired by the Debtor (wherever located, whether in the possession of the Debtor or of a bailee or other person for sale, storage, transit, processing, use or otherwise and whether consisting of whole goods, spare parts, components, supplies, materials, or consigned, returned, repossessed or re-consigned goods) which are held for sale or lease or to be furnished (or have been furnished) under any contract of service or which are raw materials, work in process or materials used or consumed in the Debtor's business (collectively, "Inventory");

(c) Equipment. All machinery, all manufacturing, distribution, selling, data processing and office equipment, all furniture, furnishings, appliances, fixtures and trade fixtures, tools, tooling, molds, dies, vehicles, vessels, aircraft and all other goods of every type and description (other than Inventory), in each instance whether now owned or hereafter acquired by the Debtor and wherever located;

(d) General Intangibles. All rights, interests, choses in action, causes of action, claims and other intangible property of the Debtor of every kind and nature, in each instance whether now owned or hereafter acquired by Debtor and however and whenever arising, including, without limitation, all corporate and other business records; all loans and other obligations receivable and all rights, remedies and security with respect thereto, all inventions, designs, all trade processes and trade secrets, computer programs, software, printouts and other computer materials, goodwill, corporate name, trade names, registration, copyrights, royalties, licenses, franchises, customer lists, credit files, correspondence, and advertising materials; all customer and supplier contracts, firm sale orders, rights under license and franchise agreements, and all other contracts and contract rights; all interests in partnerships and joint ventures; all tax refunds and tax refund claims; all right, title and interest under leases, subleases, licenses and concessions and other agreements relating to real or personal property; all payments due or made to the Debtor in connection with any reacquisition, confiscation, condemnation, seizure or forfeiture of any property by any person or governmental authority; all deposit accounts (general or special) with any bank or other financial institution, all credits with and other claims against carriers and shippers; all rights to indemnification; all inventions, designs, copyrights, patents, trademarks, patent applications and trademark applications, and all other intellectual property not described herein, and the goodwill associated therewith, including but not limited to those assets listed on Appendix A attached hereto, all reversionary interests in pension and profit sharing plans and reversionary, beneficial and residual interest in trusts; all proceeds of insurance of which the Debtor is the beneficiary; and all letters of credits, guaranties, liens, security interests and other security held by or granted to the Debtor; all return insurance premiums, and all other intangible property, whether or not similar to the foregoing;

(e) Chattel Paper, Instruments and Documents. All chattel paper, all

leases, all instruments, all notes and debt instruments and all payments thereunder and instruments and other property from time to time delivered in respect thereof or in exchange therefor and all of the Debtor's right, title and interest and all of the Debtor's rights, remedies, collateral security, liens in, and in respect of any of the foregoing, and all bills of lading, warehouse receipts and other documents of title and all other documents, in each instance whether now owned or hereafter acquired by the Debtor; unless otherwise pledged in connection with a third party factoring agreement.

(f) Investment Property. All investment property now owned or hereafter acquired by the Debtor, including, without limitation, stocks, bonds, interests in limited liability companies, partnership securities, mutual fund shares, securities entitlements, including, without limitation, all of the Debtor's rights to any securities account, any free credit balance or other money owing to the Debtor by any securities intermediary with respect to such account, all securities accounts now or hereafter held by the Debtor, all commodity accounts and all commodity contracts now or hereafter held by the Debtor, and all other investment property now owned or hereafter acquired by the Debtor, and

(g) Other Property. All property and interest in property now owned or hereafter acquired by the Debtor which now may be owned or hereafter may come into the possession, custody or control of the Secured Party in any way or for any purpose (whether for safekeeping, custody, pledge, transmission, collection or otherwise); and all rights and interests of the Debtor, now existing or hereafter arising and however and wherever arising, in respect of any and all (i) notes, drafts, and letters of credit; (ii) money; (iii) proceeds of loans, and (iv) insurance proceeds and books and records relating to any of the property covered by this Section;

together, in each instance with all accessions and additions thereto, substitutions therefor, and all renewals, replacements, proceeds including proceeds from insurance and products thereof.

2. Remedies of the Secured Party.

(a) Upon the occurrence of any Event of Default as defined in the Note, the Secured Party may, at its option, declare the entire amount of Indebtedness then outstanding due and payable immediately without notice to the Debtor, and the Secured Party may proceed to enforce payment of the same. In addition, the Secured Party may exercise and pursue any and all rights and remedies available to it under the Note, all the rights and remedies of a secured party upon default under Section 9-501 et seq. of the Uniform Commercial Code as in effect in the State of Illinois (the "Illinois UCC"), whether or not the Illinois UCC applies to the affected Collateral, and all rights and remedies available to the Secured Party under all applicable law. Without limiting the foregoing, upon the occurrence of any Event of Default, the Secured Party may without notice, demand or legal process of any kind, all of which the Debtor waives, at any time or times, (x) peaceably enter onto the premises and take physical possession of the

Collateral and maintain such possession on the Debtor's premises, at no cost to the Secured Party, or remove the Collateral, or any part thereof, to such other place(s) as the Secured Party may desire or (y) require the Debtor to, and the Debtor hereby agrees that it will at its expense and upon request of the Secured Party forthwith, assemble all or any part of the Collateral (and the records pertaining thereto) as directed by the Secured Party and make it available to the Secured Party at a place to be designated by the Secured Party which is reasonably convenient to the Secured Party and (z) without notice except as specified below, sell, lease, assign, grant an option or options to purchase or otherwise dispose of the Collateral or any part thereof in one or more parcels at public or private sale, at any exchange, broker's board or at any of the Secured Party's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Secured Party may deem reasonable (and the Secured Party may, to the extent permitted by applicable law, purchase the Collateral at any such sale). The Debtor agrees that, to the extent notice of sale shall be required by law, ten (10) days' notice to the Debtor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Secured Party shall not be obligated to make any sale of Collateral regardless of a notice of sale having been given. The Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) The Secured Party shall apply all net cash proceeds received in respect of any sale of, collection from, or other realization upon all or any part of the Collateral (after deducting all costs, expenses and reasonable attorneys' fees incurred at any time in the collection of the Indebtedness and in the protection and sale of the Collateral and after payment of any amounts payable to the Secured Party pursuant to Section 13 (b) of this Note), for the benefit of the Secured Party, against all or any part of the Indebtedness in such order as the Secured Party shall determine in its sole discretion. Any surplus of such cash or cash proceeds held by the Secured Party and remaining after payment in full of all the Indebtedness shall be paid over to the Debtor or to whomsoever may be lawfully entitled to receive such surplus as a court of competent jurisdiction may direct. The Debtor shall remain liable for any deficiency remaining after such application, and shall pay such deficiency forthwith. In addition to all other sums due the Secured Party, the Debtor shall pay the Secured Party all costs and expenses incurred by the Secured Party, including court costs and reasonable attorneys' fees, to obtain, liquidate and enforce payment of the Collateral or the Indebtedness, or in the prosecution or defense of any action or proceeding either against the Secured Party or against the Debtor concerning any matter arising out of or connected with the Collateral or this Note.

(c) The Debtor waives all claims, damages and demands against the Secured Party arising out of the repossession, retention or sale of any of the Collateral, or any part or parts thereof, except any such claims, damages and awards arising out of the gross negligence or willful misconduct of the Secured Party.

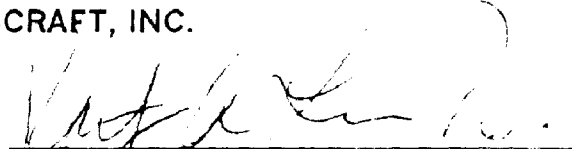
(d) The rights and remedies provided under the Note are cumulative and may be exercised singly or concurrently and are not exclusive of any rights and remedies provided by law or equity.

3. Upon the Debtor's completion of performance of its obligations under the Note and the Secured Party's receipt of the final payment due under the Note, the Secured Party shall deliver to the Debtor an executed copy of a release of the security interest evidenced thereby and hereby, and shall thereafter make no claim against the Collateral.

Dated December 30, 1999

LEWISCRAFT, INC.

By:


Kathryn A. Lewis
President



Dated: December 30, 1999

NEWELL RUBBERMAID INC.

By:


Ross A. Porter Jr.
Vice President - Corporate Development

APPENDIX A

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
1890 Leafing Paint	1,306,664	11/27/84
Accent 	1,930,909	10/31/95
Accent	2,053,731	4/22/97
Design, House and Wreath 	1,930,908	10/31/95
Royal Metallics	2,255,493	1/1/97

DOC# 286966.2

SCHIFF HARDIN & WAITE

A Partnership Including Professional Corporations

6600 Sears Tower, Chicago, Illinois 60606-6473
Telephone (312) 258-5500 Facsimile (312) 258-5600

Robert M. Cloninger
(312) 258-5751
E-Mail rcloninger@schiffhardin.com

Chicago
Washington
New York
Merrillville
Dublin

May 3, 2000

VIA EXPRESS MAIL

Box ASSIGNMENTS
Commissioner of Patents and Trademarks
Washington, DC 20231

Re: Conveying Party: LewisCraft, Inc.
Receiving Party: Newell Rubbermaid Inc.
Recordation of Security Agreement dated December 30, 1999

Dear Sir:

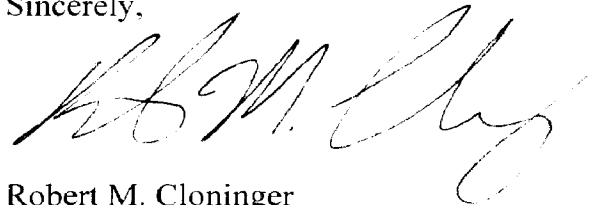
Enclosed herewith for filing are the following:

1. Recordation Form Cover Sheet (Trademarks Only);
2. Copy of Memorandum of Secured Promissory Note and Security Agreement dated December 30, 1999; and
3. Check in the amount of \$140.00.

Also enclosed is a receipt acknowledgment postcard. Kindly affix the U.S. Patent and Trademark Office "received" stamp to the postcard and return it.

Please charge any fees which may be due in connection with this matter to our Deposit Account No. 19-0409 or credit any excess fees to that account.

Sincerely,



Robert M. Cloninger

RMC:jk
Enclosures

CERTIFICATE OF EXPRESS MAIL

I, Judy Kamper DO HEREBY CERTIFY THAT THE FOREGOING DOCUMENTS ARE BEING DEPOSITED WITH THE UNITED STATES POSTAL SERVICE AS EXPRESS MAIL, POSTAGE PREPAID, IN AN ENVELOPE ADDRESSED TO THE ASSISTANT COMMISSIONER FOR TRADEMARKS, 100 PENNSYLVANIA AVENUE, WASHINGTON, VA 22060-0010, ON THIS DATE OF

Judy Kamper
SIGNATURE
EJ220502760US
Express Mail Label Number
May 3, 2000
Date of Deposit