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

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(les). Submission Type X New		Discourse of the attacked a finite Life and the attacked a fin
Assignment License		
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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:

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Expires 06/30/99	

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

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Name				
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Address (line 3)				
Address (line 4)				
Correspond	lent Name and Addr	Pess Area Code and Telephone Number		
Name	RE	TURN TO:		
Address (line 1)	FEI	DERAL RESEARCH COI	RP.	
Address (line 2)		SUITE 101		
Address (line 3)		VASHINGTON DC 2000	4	
Address (line 4)				
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Trademark A	Application Number	(s) or Registration Number(s)	Mark if additional numbers attached	
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See Sc	hedule A-1 attached	[hereto]		
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Number of Properties Enter the total number of properties involved. # 1				
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		Enclosed Deposit Account		
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		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.				
Gregory '	T. Pealer	OF FRE	8/22/00	
	of Person Signing	Signature	Date Signed	

TRADEMARK

REEL: 002141 FRAME: 0583

TRADEMARK COLLATERAL AGREEMENT

This 9th day of August, 2000, Snow River Products, LLC, an Illinois limited liability company ("Debtor") with its principal place of business and mailing address at 644 Vernon Road, Brattleboro, Vermont 05301, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603 and its successors and assigns ("Secured Party"), and grants to Secured Party a continuing security interest in, the following property:

- (i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and
- (ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and
- (iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations of Debtor as set out in that certain Security Agreement dated August 9, 2000 between Debtor and Secured Party (the "Security Agreement"). Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered Trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as "Intent-To-Use Applications"), but rather, if and so long as Debtor's Intent-To-Use Application is pending this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses 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.

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All terms defined in the Security Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

SNOW RIVER PRODUCTS, LLC
DUR +
Ву
Its Manager
HARRIS TRUST AND SAVINGS BANK
By

All terms defined in the Security Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

SNOW RIVER PRODUCTS, LLC

By _______
Its _____

HARRIS TRUST AND SAVINGS BANK

Its Vice President

STATE OF Flinois				
COUNTY OF Cook) SS				
I, PHOLLIS C. SEITZ a Notary Public in and for said County, in the State aforesaid, do hereby certify that D. R. R. and Jr. Member of Snow River Products, LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Member, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.				
Given under my hand and notarial seal, this $\underline{q}^{\mathbf{t}}$ day of August, 2000.				
(NOTARIAL SEAL)	Motary Public C. Sect			
My Commission Expires:	PHYLLIS C. SFITZ (Type or Print Name)			
5/24/01				
"OFFICIAL SEAL" PHYLLIS C. SEITZ Notary Public, State of Illinois My Commission Expires 5/24/01				

STATE OF Illinois				
COUNTY OF Cook)				
I, Jody A. (Rau) the State aforesaid depereby certify that Sta	, a Notary Public in and for said County, in			
the State aforesaid, do hereby certify that <u>Stephen</u> J. Gray, Vice President of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally				
known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and				
delivered the said instrument as his own free and	voluntary act and as the free and voluntary act			
and deed of said corporation for the uses and purpo				
Given under my hand and notarial seal, this 4th day of August, 2000.				
	De la companya della companya della companya de la companya della			
"OFFICIAL SEAL"	Notary Rublic			
JODY A. CRAIN Notary Public, State of Iflinois My Commission Expires 03/04/01				
My Commission Expires 03/04/01	Thu A. Crain			
My Commission Expires:	(Type or Print Name)			
3/4/2001				

SCHEDULE A-1 TO TRADEMARK COLLATERAL AGREEMENT

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

FEDERAL TRADEMARK REGISTRATIONS

MARKS REG. NO. GRANTED

Travolini 2.218.755 January 19, 1999

COMMON LAW MARKS AND TRADE NAMES

Snow River Wood Products
Snow River Products
American Wood Housewares
Vermont Kitchen Classics
Lifestyle Products of Vermont
Travolini Board

SCHEDULE A-2 TO TRADEMARK COLLATERAL AGREEMENT

TRADEMARK LICENSES

(None)

RECORDED: 08/25/2000