

12-20-2000

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FORM PTO-1594
1-31-92

EM MP 12-19-00 RECO TR



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings - - -

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **Home Products International-North America, Inc.**

Individual(s) Association

General Partnership Limited Partnership

Corporation-State (DE) **EM MP 12-19-00**

Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: The Chase Manhattan Bank, as Administrative Agent

Internal Address: _____

Street Address: P.O. Box 2558

City: Houston State: TX ZIP: 77252

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other Conditional Assignment of and Security Interest in Trademark Rights

Execution Date: December 14, 2000

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State _____

Other New York banking corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) **2,155,343**

Additional numbers attached? Yes No

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

Name: Kristopher E. Ahrend, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: _____

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

DO NOT USE THIS SPACE

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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.

Kristopher E. Ahrend, Esq. 12/19/00

Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 8

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

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TRADEMARK
REEL: 002198 FRAME: 0527

**CONDITIONAL ASSIGNMENT OF AND
SECURITY INTEREST IN TRADEMARK RIGHTS**

THIS CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN TRADEMARK RIGHTS ("Conditional Assignment"), dated as of December ~~14~~, 2000, is made by Home Products International – North America, Inc., a Delaware corporation (the "Obligor"), in favor of The Chase Manhattan Bank, a New York corporation, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders") parties to the Amended and Restated Credit Agreement, dated as of September 8, 1998 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Home Products International, Inc. (the "Borrower"), certain of Borrower's then-existing subsidiaries, the Lenders, and the Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower and certain other subsidiaries of the Borrower have executed and delivered an Amended and Restated Guarantee and Collateral Agreement, dated as of September 8, 1998, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to Section 3 of the Guarantee and Collateral Agreement, the Borrower pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including all Trademarks "now owned or at any time hereafter acquired" by the Borrower;

WHEREAS, since the execution of the Guarantee and Collateral Agreement, certain of Borrower's subsidiaries have merged with the Obligor;

WHEREAS, the Obligor owns certain additional Trademarks that were not previously pledged by the Borrower or any of its subsidiaries; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Conditional Assignment;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Obligor pursuant to the Credit Agreement, Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Conditional Assignment, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Conditional Assignment and Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Conditional Assignment has been executed and delivered by the Obligor for the purpose of recording the conditional assignment and grant of security interest herein with the United States Patent and Trademark Office. The conditional assignment and security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Conditional Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Conditional Assignment to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

HOME PRODUCTS INTERNATIONAL –
NORTH AMERICA, INC.
as Obligor

By: James E. Wilson
Name: JAMES E WILSON
Title: EXEC VP CFO

THE CHASE MANHATTAN BANK
as Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Conditional Assignment to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

HOME PRODUCTS INTERNATIONAL -
NORTH AMERICA, INC.
as Obligor

By: _____
Name:
Title:

THE CHASE MANHATTAN BANK
as Agent

By: Robert A. Krasnow
Name: Robert A. Krasnow
Title: Vice President

STATE OF)
) ss
COUNTY OF)

On the 14th day of December, 2000, before me personally came James B. Kinslow, who is personally known to me to be the EXEC VP & CFO of Home Products International – North America, Inc., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the EXEC VP & CFO in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Carol R. Tartol
Notary Public



(PLACE STAMP AND SEAL ABOVE)

STATE OF Illinois)
) ss
COUNTY OF Cook)

On the 13th day of December, 2000, before me personally came Robert Krasnow, who is personally known to me to be the Vice President of The Chase Manhattan Bank, a New York corporation; who, being duly sworn, did depose and say that she/he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Deborah K. Welles
Notary Public

(PLACE STAMP AND SEAL ABOVE)



SCHEDULE A

U.S. Trademark Registrations and Applications

Name of Trademark

Registration No.

PEARLESCENT

2,155,343