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03-09-2001

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Patent and Trademark Office
Docket No. 7933-242



101630608

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

1. Name of conveying party(ies):
Gary Products Group, Inc.

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

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

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

Name: Wells Fargo Bank, N.A.
Internal Address: 17th Floor
Street Address: 555 Montgomery Street
City: San Francisco, State: CA ZIP: 94111

- Individual(s) citizenship: _____
- Association: National Banking Association
- General Partnership: _____
- Limited Partnership: _____
- Corporation-State: _____
- Other: _____

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other:
- Merger
- Change of Name

Execution Date: February 18, 2000

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

If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s)
75/915,725

B. Registration No.(s)

Additional numbers attached? Yes No

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

Douglas L. Hendricks
Morrison & Foerster LLP
425 Market Street
San Francisco, California 94105-2482

6. Total number of applications and trademark registrations involved: one (1)

7. Total fee (37 C.F.R. § 3.41): ~~\$65.00~~ \$40.00

- Enclosed
- Authorized to be charged to deposit account, referencing Attorney Docket 7933-242

8. Deposit account number: 03-1952

The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 which may be required by this paper, or to credit any overpayment to Deposit Account No. 03-1952.

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.

Name: Douglas L. Hendricks

Douglas L. Hendricks 2/20/01
Signature Date

Total number of pages comprising cover sheet, attachments and document: five (5)

03/07/2001 GTDN11 00000187 75915725

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

sf-1052483

AGREEMENT
(Trademark)

THIS TRADEMARK AGREEMENT (this "Agreement"), dated as of February 18, 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, in connection herewith, the Debtor has executed a Guaranty Agreement dated as of February 2, 2000 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, in connection herewith, the Debtor has also executed a Security Agreement dated as of February 2, 2000 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

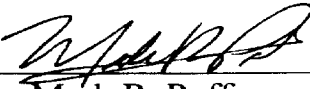
Upon the payment in full of the Loans, expiration or termination of all Letters of Credit and the Commitments, termination of all Swap Contracts with the Swap Providers and payment of the other Obligations then due and payable, the security interest granted herein shall automatically terminate, and all 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 R. Poff
Title: Executive Vice President