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01-16-2002



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U.S. DEPARTMENT OF
Patent and Trademark

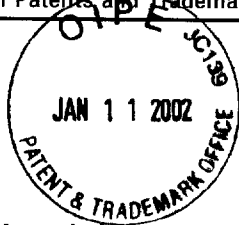
Tab settings

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1.11.02

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

1. Name of conveying party(ies):
Tristar Enterprises, L.L.C.



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

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

3. Nature of conveyance:

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

December 7, 2001

Execution Date:

2. Name and address of receiving party(ies)

Name: First Source Financial LLP

Internal Address: c/o First Source Financial, Inc.

Street Address: 2850 West Golf Road, Fifth Floor

City: Rolling Meadows State: IL Zip: 60008

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation State
- Other Illinois registered limited liability company

If assignee is not domiciled in the United States, a designation is attached: Yes No
(Designations must be a separate document from assignment)

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

4. Application number(s) or trademark

A. Trademark Application No.(s)
76211830 76212051

B. Trademark Registration
-See the Attached-

Additional numbers attached? Yes

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

Name:

Internal Address:

Reedfax
Crystal Plaza One
Suite 1207
Street Address: **2001 Jefferson Davis Hwy.**
Arlington, Virginia 22202

City: _____ Stat _____ ZII _____

01/15/2002 LNWELLER 00000259 76211830

01 FC:481 40.00 DP
02 FC:482 375.00 DP

6. Total number of applications and registrations 16

7. Total fee (37 CFR 3.41) \$ 415.00

- Enclosed
- Authorized to be charged to deposit

8. Deposit account number:

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

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.

Rebecca L. Foley

Name of Person

Rebecca L. Foley
Signature

1/09/02

Date

9

Total number of pages including cover sheet, attachments, and

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

Attachment 1

Item A.

Registered Trademarks

<u>Country</u>	<u>Number</u>	<u>Item</u>	<u>Date</u>	<u>Expires</u>
US	1132112	IEC Logo	4/01/80	-
US	1994310	DriStar	8/20/96	8/20/06
US	1166253	TriStar CXL Design	8/25/81	8/25/03
US	1896835	Magic Mate	5/30/95	5/30/05
US	426202	DriStar	8/19/93	
US	0838204	Star Design	11/07/67	11/07/07
US	0573404	Compact & Design	4/21/53	4/21/03
US	1028512	Compact	12/03/75	12/30/05
US	1878833	Dare to Compare	2/14/95	2/14/05
US	573809	Magnalite & Design	4/28/53	4/28/03
US	0776913	Compact Electra & Design	9/15/64	9/15/04
US	0835837	Compact IEC Electra & Design	9/26/67	9/26/07
US	0847293	IEC & Design	4/09/68	4/09/08
US	0859093	IEC & Design	10/22/68	10/22/08

Pending Trademark Applications

<u>Country</u>	<u>Number</u>	<u>Item</u>	<u>Date</u>
US	76211830	Brite Star	2/16/96
US	76212051	Dry Wonder	2/16/01

Item B.

None.



**AGREEMENT
(Trademark)**

THIS AGREEMENT (TRADEMARK), dated as of December 7, 2001 (this "Agreement"), is by and between TRISTAR ENTERPRISES, L.L.C. a Delaware limited liability company ("Borrower"), and FIRST SOURCE FINANCIAL LLP, an Illinois registered limited liability partnership ("Lender").

W I T N E S S E T H:

WHEREAS, pursuant to a Second Amended and Restated Secured Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Secured Credit Agreement"), between Borrower and Lender, Lender has extended Commitments to make Loans and other extensions of credit to Borrower;

WHEREAS, in connection with the Secured Credit Agreement, Borrower has executed and delivered to Lender an Amended and Restated Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, as a condition precedent to the making of the Loans under the Secured Credit Agreement, Borrower is required to execute and deliver this Agreement and to grant to Lender a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Liabilities; and

WHEREAS, Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lender to make Loans and other extensions of credit pursuant to the Secured Credit Agreement, Borrower agrees, for the benefit of Lender, as follows:

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

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of all of the Liabilities, Borrower does hereby mortgage, pledge and grant to Lender a continuing security interest in, all of the following property (the "Trademark Collateral"), whether now or hereafter owned, existing or arising:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, other sources of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing items in this clause (a) being called a “**Trademark**”), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto;

(b) all Trademark licenses, 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 Borrower 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 Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Borrower for the purpose of registering the security interest of Lender in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Lender under the Security Agreement. The Security Agreement (and all rights and remedies of Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full of all Liabilities and the termination of all Commitments, Lender shall, at Borrower's expense, execute and deliver to Borrower upon request all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. Borrower does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the 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.

SECTION 6. Related Document, etc. This Agreement is a Related Document executed pursuant to the Secured Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Secured Credit Agreement.

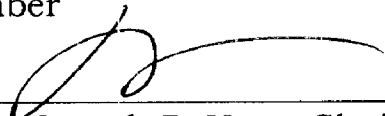
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[remainder of this page intentionally left blank]

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

TRISTAR ENTERPRISES, L.L.C., a Delaware limited liability company

By: Tristar Industries, Inc., its Managing Member

By: 
Joseph P. Urso, Chairman

Address:

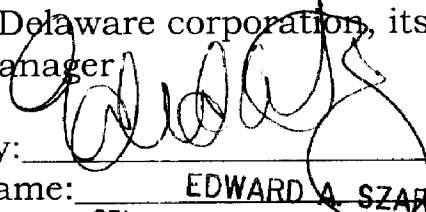
14700 Detroit Road, Suite 2
Cleveland, Ohio 44107
Attention: Chairman and President

With a copy to:

5956 Sherry Lane, Suite 1500
Dallas, Texas 75225

FIRST SOURCE FINANCIAL LLP, an Illinois registered limited liability partnership, as Lender

By: First Source Financial, Inc., a Delaware corporation, its Agent/Manager

By: 
Name: EDWARD A. SZARKOWICZ
Title: SENIOR VICE PRESIDENT & GENERAL COUNSEL

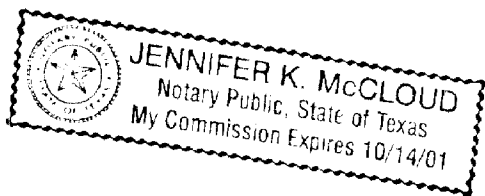
Address:

2850 West Golf Road
5th Floor
Rolling Meadows, IL 60008

STATE OF TEXAS)
) SS.
COUNTY OF DALLAS)

I, Jennifer K. McCloud, a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that Joseph P. Urso personally known to me to be the Chairman of **TRISTAR INDUSTRIES, INC.**, a Delaware corporation, managing member of **TRISTAR ENTERPRISES, L.L.C.**, a Delaware limited liability company personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as Chairman of said corporation on behalf of said limited liability company, pursuant to authority, given by the Board of Directors of said corporation and limited liability company as such person's free and voluntary act, and as the free and voluntary act and deed of said corporation and limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 8th day of October, 2001.



Jennifer K. McCloud
Notary Public

My Commission Expires:

October 14, 2001

STATE OF Illinois)
)
COUNTY OF Cook) SS.

I, Maria C. Mudra, a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that Edward Szarkowicz personally known to me to be a SVP of FIRST SOURCE FINANCIAL, INC., a Delaware corporation, the Agent/Manager of First Source Financial LLP, an Illinois registered limited liability partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as such officer of said corporation, pursuant to authority, given by the Board of Directors of said corporation as such person's free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

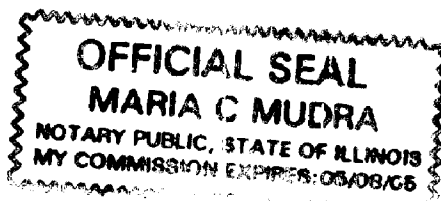
GIVEN under my hand and notarial seal this 7 day of December, 2001.

Maria C. Mudra

Notary Public

My Commission Expires:

5/8/05



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