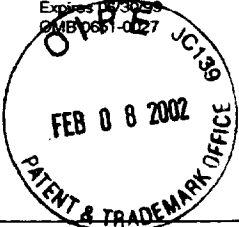


02-14-2002



101982857

REGISTRATION 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 2-8-02

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 Effective Date
Month Day Year

Change of Name

Other

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/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

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.)

02 13/2002 DBYRNE 00000018 2218/55

01 FC:481 40.00 OP

02 FC:482 100.00 OP

FOR OFFICE USE ONLY

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:

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" value="see attached Schedule A-1"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<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.

Jane P. Miles

Jane P. Miles

2/5/02

Name of Person Signing

Signature

Date Signed

**SCHEDULE A-1
TO INTELLECTUAL PROPERTY COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS, U.S. PATENTS AND
COMMON LAW TRADEMARKS AND TRADENAMES**

FEDERAL TRADEMARK REGISTRATIONS

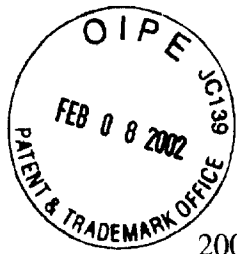
MARKS	REG. NO.	GRANTED
Tavolini	2,218,755	January 19, 1999
Colonial Kitchen	1,033,915	February 17, 1976
Counter Companion	2,075,586	July 1, 1997
Tommer	1,122,618	July 24, 1979
Sidekick	1,195,741	May 18, 1982

U.S. PATENTS

PATENT NUMBER	DESCRIPTION	ISSUE DATE
D 357,847	Cut Board and Storage Unit	May 2, 1995

COMMON LAW TRADEMARKS AND TRADE NAMES

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



**AMENDED AND RESTATED
INTELLECTUAL PROPERTY COLLATERAL AGREEMENT**

This Amended and Restated Intellectual Property Collateral Agreement dated February 1, 2002 (this "*Agreement*") between Snow River Products, LLC, an Illinois limited liability company ("*Debtor*") with its principal place of business and mailing address at 809 North Central Avenue, Crandon, Wisconsin 54520 and 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*"):

W I T N E S S E T H

WHEREAS, the Debtor and the Secured Party have heretofore entered into a Trademark Collateral Agreement dated as of August 9, 2000 (the "*Prior Agreement*") in connection with the granting by the Debtor to the Secured Party a security interest in certain trademarks, trademark registrations, trademark applications and trademark licenses of the Debtor;

WHEREAS, the parties hereto desire to amend and restate the Prior Agreement as set forth herein;

NOW THEREFORE, in consideration of the premises, the parties hereto agree as follows:

The Debtor hereby assigns, mortgages, pledges and grants to the Secured Party a continuing securing interest in the following property:

(i) Each trademark, trademark registration, trademark application, patent and patent 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 all of the inventions described and claimed in connection with each such patent and patent application and any and all reissues, continuations, continuations-in-part or extensions thereof; and

(ii) Each trademark license and patent 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 and patent 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, trademark registration or patent listed on Schedule A-1 hereto or of any trademark or patent licensed under a trademark license or patent license, as applicable, 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 the performance of all Obligations of Debtor as set out in that certain Security Agreement dated August 9, 2000 between the Debtor and the Secured Party, as amended and restated by that certain Amended and Restated Security Agreement dated as of February 1, 2002 between the Debtor and the Secured Party (as may be from time to time amended or modified, the "*Security Agreement*"). Notwithstanding anything herein to the contrary, this 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 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, trademark licenses, patents, patent applications and patent 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.

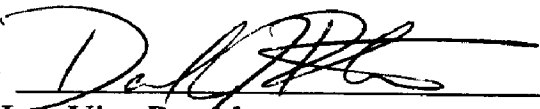
All terms defined in the Security Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

The Debtor hereby agrees that, notwithstanding the execution and delivery hereof, the liens and security interests created and provided for by the Prior Agreement shall remain in full force and effect and this Agreement shall constitute and be a continuation of the liens and security interests in favor of the Secured Party which exist under the Prior Agreement. Nothing contained in this Agreement shall affect or impair the validity or priority of the liens and security interests created and provided for by the Prior Agreement. In case any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired hereby. This instrument shall be construed and governed by and in accordance with the internal laws of the State of Illinois.

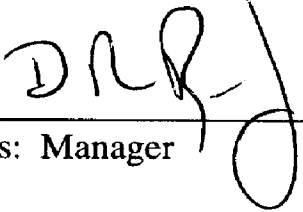
This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Dated as of the date first above written.

HARRIS TRUST AND SAVINGS BANK

By 
Its: Vice President

SNOW RIVER PRODUCTS, LLC

By 
Its: Manager

STATE OF ILLINOIS

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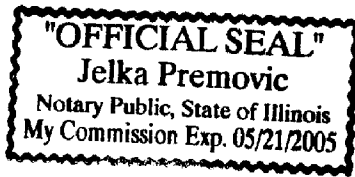
COUNTY OF COOK

)

I, Jelka Premovic, a Notary Public in and for said County, in the State aforesaid, do hereby certify that David Bechstein, 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 purposes therein set forth.

Given under my hand and notarial seal, this 1st day of February, 2002.

(NOTARIAL SEAL)



Jelka Premovic
 Notary Public

My Commission Expires:

Jelka Premovic
 (Type or Print Name)

5/21/2005

STATE OF ILLINOIS

)
) SS

COUNTY OF COOK

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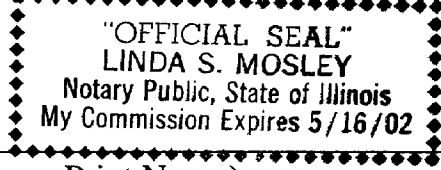
I, Linda S. Mosley a Notary Public in and for said County, in the State aforesaid, do hereby certify that D.R. Ryan, Jr., Manager of Snow River Products, LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument 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 1st day of February, 2002.

(NOTARIAL SEAL)

Linda S. Mosley

Notary Public



(Type or Print Name)

My Commission Expires:

5-16-02

**SCHEDULE A-2
TO INTELLECTUAL PROPERTY COLLATERAL AGREEMENT**

TRADEMARK AND PATENT LICENSES

None