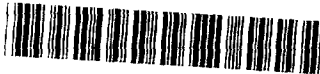


04-08-2002

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(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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102047344

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

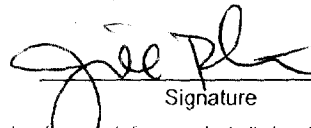
<p>1. Name of conveying party(ies): <u>Easy Gardener, Inc.</u> 3-15-02</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>Golub Associates Incorporated</u> Internal _____ Address: _____ Street Address: <u>555 Madison Avenue, 30th Fl.</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10022</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>New York</u> <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>November 19, 2001</u></p>	<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) <u>1,938,006</u></p> <p>Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>

OFFICE OF PUBLIC RELATIONS
FINANCE SECTION
MAR 15 PM 12:47

<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Jill M. Pietrini</u> Internal Address: _____ <u>Manatt, Phelps & Phillips, LLP</u> Street Address: <u>11355 W. Olympic Boulevard</u> City: <u>Los Angeles</u> State: <u>CA</u> Zip: <u>90064</u></p>	<p>6. Total number of applications and registrations involved: 40</p> <p>7. Total fee (37 CFR 3.41).....\$ <u>1,015.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____ (Attach duplicate copy of this page if paying by deposit account)</p>
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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.

Jill M. Pietrini  March 13, 2002
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 11

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

04/05/2002 TBIAZI 00000103 1938006

01 FC:481 40.00 OP
02 FC:482 975.00 OP

TRADEMARK
REEL: 002478 FRAME: 0806

ATTACHMENT TO RECORDATION COVERSHEET
Additions to Box 4

Registration		1st Use	Registration Number
Trademarks			
BirdBlock	®	7/1/92	1,804,536
CloudCover	®	10/3/81	1,252,606
DeerBlock	®	8/1/92	1,802,112
Easy Feeder	®	Oct-91	1,733,116
Easy Gardener & Design	®	Aug-83	1,445,222
Easy Gardener & Design (new)	®	Aug-98	2,356,107
Emerald Edge	®	Feb-94	1,928,560
FabricPegs (Prin. Reg.)	®	7/1/88	1,981,079
FabricPegs (Supp. Reg.)	®	7/1/88	1,557,426
FastStart	®	Aug-90	1,671,754
FlexiTrim	®	01/19/00	2,479,878
Green Again	®	8/30/76	2,015,572
Gro-Bags	®	Dec-85	1,447,569
GroCover & Design	®	3/6/87	1,475,961
Gro-Stakes (b.l.)	®	Oct-81	1,664,643
It Works. You Don't (b.l.)	®	7/23/91	1,768,337
Jobe's (old design)	®	12/1/72	982,195
Jobe's (new design)	®	Nov-97	2,261,733
Jobe's Weed Control Fabric	®	Aug-98	2,321,088
Landmaster - Polyspun 300	®	Mar-88	1,905,636
MicroPore	®	12/1/92	1,766,881
Polyspun 350	®	3/1/98	1,905,636
Ross	®	12/21/46	1,684,947
Ross (b.l.)	®	Mar-74	1,741,296
Ross (leaf design in "O" of Ross)	®	7/23/90	1,682,545
Ross Root Feeder	®	12/21/46	1,675,783
Ross Super Tree Stakes & design	®	10/20/76	1,074,358
Scatter Cap (b.l.)	®	Nov-94	1,986,161
SiltBlock	®	8/1/92	1,791,639
Stops Weeds for Years	®	8/1/93	1,921,278
Tomato Boomers (couldn't find in TESS)	®		1,047,078
Tomato Boomers & design	®	1/21/76	1,084,414
Tree Gard	®	5/8/75	2,010,199
TreeStaKit	®	7/1/92	1,769,537
WeedBlock	®	Oct-83	1,408,576
WeedBlock (New stylized)	®	8/16/98	2,334,841
XP-20 (b.l.)	®	Nov-94	1,989,049
TreeWrap	®	8/1/92	75/533,178
Zinnia Patch	®	1/10/97	2,292,883

THE SECURITY INTERESTS GRANTED HEREBY ARE SUBJECT AND SUBORDINATE TO THE PAYMENT AND PERFORMANCE OF ALL OBLIGATIONS OF THE GRANTOR TO PNC BANK NATIONAL ASSOCIATION, AS AGENT, AND THE LENDERS FOR WHICH IT ACTS AS AGENT, TOGETHER WITH THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, PURSUANT TO THE TERMS OF A SUBORDINATION AGREEMENT DATED AS OF NOVEMBER 15, 2001 BY AND AMONG U.S. HOME & GARDEN INC., EASY GARDENER, INC., CERTAIN OF THEIR SUBSIDIARIES, PNC BANK NATIONAL ASSOCIATION AND THE SUBORDINATED LENDERS REFERRED TO THEREIN.

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS,
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

BE IT KNOWN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, EASY GARDENER, INC. a Delaware corporation ("Grantor"), does hereby grant and assign to GOLUB ASSOCIATES INCORPORATED, as Agent ("Secured Party"), a security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being collectively referred to herein as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (a) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in Schedule A annexed hereto;
- (b) each Trademark license, including, without limitation, each Trademark license referred to in Schedule B annexed hereto, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and
- (c) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any and all causes of action which now exist or may hereafter exist for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

As used herein, the term "Trademarks" shall mean: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, and all reissues, extensions or renewals thereof, including, without limitation, the Trademarks listed on Schedule A annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired, together with the goodwill of the business connected with, and symbolized by, such Trademarks and all products and proceeds thereof and all income therefrom.

This Trademark Security Agreement is delivered to Secured Party pursuant to that certain Note and Warrant Purchase, Guaranty and Security Agreement dated as of November 15, 2001 among U.S. Home & Garden Inc., Easy Gardener, Inc., certain of their Subsidiaries, the Persons party thereto from time to time as "Purchasers" and Golub Associates Incorporated, as Agent for the Purchasers (the "Agreement"), to secure the prompt and complete payment and performance of Grantor's Obligations (as defined in the Agreement), and hereby affirms that the rights and remedies of Secured Party with respect

to the security interests granted pursuant hereto and pursuant to the Agreement, the terms and provisions of which are hereby incorporated by this reference as if fully set forth herein. Capitalized terms used herein without definition shall have the meanings ascribed to them in the Agreement.

Grantor agrees to deliver updated copies of Schedule A and Schedule B to Agent at the end of any quarter in which Grantor registers or otherwise adopts or acquires any Trademark not previously listed on Schedule A hereto or enters into any Trademark license not previously listed on Schedule B hereto, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of Grantor, such further instruments or documents (in form and substance satisfactory to Agent), and promptly perform, or cause to be promptly performed, any and all acts, in all cases, as Agent may deem necessary, proper or advisable from time to time, to carry out the provisions and purposes of this Trademark Security Agreement, and to provide, perfect and preserve the Liens of Agent under the Agreement, this Trademark Security Agreement and the other Purchase Documents, in the Trademark Collateral or any portion thereof.

Grantor agrees that if any Person shall do or perform any acts which Agent reasonably believes constitute an infringement of any Trademark, or violate or infringe any right of Grantor or Agent therein or if any Person shall do or perform any acts which Agent reasonably believes constitute an unauthorized or unlawful use thereof, then and in any such event, Agent may and shall have the right, while an Event of Default is continuing, to take such steps and institute such suits or proceedings as Agent may deem advisable or necessary to prevent such acts and conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. Agent may take such steps or institute such suits or proceedings in its own name or in the name of Grantor or in the names of the parties jointly. Agent hereby agrees to give Grantor notice of any steps taken, or any suits or proceedings instituted, by Agent pursuant to this paragraph.

So long as no Event of Default shall have occurred and be continuing, and subject to the various provisions of the Agreement and the other Purchase Documents to which it is a party, Grantor may use, license and exploit the Trademark Collateral in any lawful manner.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized representative as of the 19th day of November, 2001.

EASY GARDENER, INC.

By: [Signature]
Name: Richard Kure
Title: Chief Financial Officer

[ATTACH NOTARIAL FORM]

STATE OF TEXAS)
) ss.
COUNTY OF McLennan

On this 19th day of November, 2001, before me personally came Richard Kurz, to me known, who, being by me duly sworn, did depose and say that he is the duly appointed officer of the corporation(s) described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

Kathy A. Winters
Notary Public



520752.00003/205581691

TRADEMARKS

See attached.

Schedule of Trademarks

Easy Gardener, Inc.

Registration	1st Use	Registration Number	Issued	Section 8 Renewed	Section 15 Renewed	Next Action
Trademarks						
BioBlock	3/1/93	1,938,006	11/28/95	1/24/01	1/24/01	10/28/05
BirdBlock	7/1/92	1,804,536	11/16/93	12/1/98	12/1/98	11/16/03
CloudCover	10/3/81	1,252,606	10/4/83	6/27/89	6/27/89	10/4/03
DeerBlock	8/1/92	1,802,112	11/2/93	8/1/99	8/1/99	11/2/03
Easy Feeder	Oct-91	1,733,116	11/17/92	5/17/98	5/17/98	11/17/02
Easy Gardener & Design	Aug-83	1,445,222	6/30/87	4/8/93		6/30/07
Easy Gardener & Design (new)	Aug-98	2,356,107	6/6/00			6/6/06
Emerald Edge	Feb-94	1,928,560	10/17/95	1/29/01	1/29/01	10/17/05
FabricPegs (Prin. Reg.)	7/1/88	1,981,079	6/18/96	8/2/01	8/2/01	6/18/06
FabricPegs (Supp. Reg.)	7/1/88	1,557,426	9/19/89	6/18/96	N/A	9/19/09
FastStart	Aug-90	1,671,754	1/14/92	4/24/01	4/24/01	11/14/02
FlexTrim	01/19/00	2,479,878	08/21/01			08/21/06
Green Again	8/30/76	2,015,572	11/12/96			11/12/02
Gro-Bags	Dec-85	1,447,569	7/14/87	3/16/93	3/16/93	7/14/07
GroCover & Design	3/6/87	1,475,961	2/9/88	3/16/93	3/16/93	2/9/08
Gro-Stakes (b.l.)	Oct-81	1,664,643	11/19/91	4/24/01	4/24/01	5/4/03
It Works. You Don't (b.l.)	7/23/91	1,768,337	5/4/93			4/16/04
Jobe's (old design)	12/1/72	982,195	4/16/74			7/13/05
Jobe's (new design)	Nov-97	2,261,733	7/13/99			2/22/06
Jobe's Weed Control Fabric	Aug-98	2,321,088	2/22/00			
Landmaster - Polyspun 300	Mar-88	1,905,636	7/18/95	12/1/00	12/1/00	
MicroPore	12/1/92	1,766,881	4/20/93	4/20/98	4/20/98	4/20/03
Pro WeedBlock	1/1/94	Not registered but can use because of WeedBlock per Dan Pleitz				
Polyspun 350	3/1/98	1,905,636	7/18/95	6/5/01	6/5/01	6/5/06
Ross	12/21/46	1,684,947	5/5/92			5/5/12
Ross (b.l.)	Mar-74	1,741,296	12/2/92			12/22/02
Ross (leaf design in "O" of Ross)	7/23/90	1,682,545	4/10/92	6/1/01	6/1/01	
Ross Root Feeder	12/21/46	1,675,783	2/18/92	4/24/01	4/24/01	
Ross Super Tree Stakes & design	10/20/76	1,074,358	10/4/77	10/4/97		
Scatter Cap (b.l.)	Nov-94	1,986,161	7/9/96	8/2/01	8/2/01	8/2/06
SiltBlock	8/1/92	1,791,639	9/7/93	3/7/99	3/7/99	3/7/03
Stops Weeds for Years	8/1/93	1,921,278	9/19/95	6/1/01		
Tomato Boomers (couldn't find in TESS)		1,047,078	8/24/76	8/24/96		2/6/08
Tomato Boomers & design	1/21/76	1,084,414	2/7/78	9/17/97		2/7/08
Tree Gard	5/8/75	2,010,199	10/22/96			10/22/02
TreeStakIt	7/1/92	1,769,537	5/4/93	5/4/98	5/4/98	5/4/03
WeedBlock	Oct-83	1,408,576	9/9/86	1992	1992	9/9/06
WeedBlock (New stylized)	8/16/98	2,334,841	3/28/00			3/28/06
XP-20 (b.l.)	Nov-94	1,989,049	7/23/96	8/2/01	8/2/01	8/2/06
TreeWrap	8/1/92	75/533,178	8/10/98			
Zinnia Patch	1/10/97	2,292,883	11/16/99			11/16/04 & 11/16/09

TRADEMARK

Registration	1st Use	Registration Number	Issued	Section 8 Renewed	Section 15 Renewed	Next Action
Registration - Canada						
CloudCover	®		Assigned from Adkar 10/26/84	12/3/99		10/26/14
DIAMONDBACK & Design (Tensar)	®	TMA296,485				Assigned to Easy G
DIAMONDBACK (Tensar)	®	TMA468,376				Assigned to Easy G
FabricPegs	®	TMA440,830				
GroCover	®	282,560	4/5/91			
Jobe's (stylized/fertilizer)	®	371,724	8/10/90			
Jobe's (Stylized/plant fertilizer)	®	4067/1978	12/15/88	12/15/98		Assigned to EGI 11/
JOBE'S DOES THE JOB...AT THE ROOTS (fertilizer)	®	215,778	9/3/91	9/3/06		
Jobe's Spikes and design	®	431,846	8/12/94	8/12/09		Assigned to EGI 11/
WeedBlock	®	234,082	6/29/94	6/29/09		Assigned to EGI 11/
Australia		201,014	11/3/89			
Easy Gardener & Design	®	B591790	12/4/92	1/14/00	12/4/99	12/4/09
Easy Gardener & Design (for landscape fabric)	®	B591791	12/4/92	1/14/00	12/4/99	12/4/09
Jobe's	®	B369781	12/23/88	12/23/02		sy Gardener, Inc. - 6/22/98
Benelux						
Jobe's	®	353936	6/6/88	6/6/98		6/6/08
TerraCotta Tile	®	29228-00	6/22/98			12/9/02 & 12/9/07
Denmark						
Jobe's	®	4067/1978	12/15/78	12/15/98	12/15/08	(Assigned to EGI)
France						
Jobe's	®	1,458,246	3/30/88	3/30/98		2/28/08
TerraCotta Tile	®	Filed 3/29/99				
Germany						
WeedBlock	®	2,084,016	11/7/94			
Jobe's	®	981,082	6/8/88	6/8/98		Applied for assignment to Easy
Ireland						
Jobe's	®	B95317	6/6/85	6/6/99		Assigned to Easy Gardener - 7/
Italy						(Instructed Brinks, Hofer to rene
Jobe's (stylized/fertilizer)	®	358,720	6/26/85	6/1/99		Assigned to Easy Gardener - 6/
Jobe's Spikes and design	®	358,719	6/26/85	6/1/99		Assigned to Easy Gardener - 6/
Japan						
Jobe's (stylized/fertilizer)	®	1,325,839	3/9/88	3/1/98		Assigned to Easy Gardener - 12
Jobe's (stylized/fertilizer)	®	1,234,588	11/18/86	8/18/96		Assigned to Easy Gardener - 12
Jobe's (in Katakana characters)	®	2,501,368	1/29/93	10/29/02		Assigned to Easy Gardener - 12
Jordan						
Jobe's (in Arabic characters/chemical)	®	20,938	8/13/90			8/13/04
Jobe's (chemical products)	®	20,942	8/13/90			8/13/04
Korea South						
Jobe's (chemicals)	®	76,021	3/8/91	3/12/01		Assigned to Easy Gardener, Inc.

TRADEMARK

Schedule of Trademarks

Registration	1st Use	Registration Number	Issued	Section 8 Renewed	Section 15 Renewed	Next Action
Norway						
Jobe's		123,188	11/28/95	11/28/05	Assigned to Easy Gardener, Inc	
Oapi (Africa)						
Jobe's		21,143	3/6/81	3/6/01		Assigned to EGI 5/3
Puerto Rico						
Jobe's (stylized/tree fertilizer sticks)		6637	4/16/94			4/16/04
Saudi Arabia						
Jobe's (stylized/tree fertilizer sticks)		10174	6/18/90	4/13/01	4/13/01	10/26/09
Spain						
Jobe's		934,556	3/20/81	3/20/01	Assigned to EGI-6/3/99	
Switzerland						
Jobe's		304571	2/19/80	2/19/00	Assigned to Easy Gardener, Inc	
United Kingdom						
Easy Gardener & Design		1521930	2/24/95	12/23/99	12/23/99	12/23/09
WeedBlock & Design		1521927	2/24/95	12/23/99	12/23/99	12/23/09
Gro Cover & Design		1521924	12/23/95	12/23/99	12/23/99	12/23/09
Jobe's		B1096795	6/8/85	6/8/99	Easy Gardener 7/15/98	
Jobe's Spikes and design		B1096796	6/8/85	6/8/99	Easy Gardener 7/15/99	
Trade Secrets						
CloudCover formulation, recipe trade secret						
Reel/Frame		8609/0520				
Service Marks						
"Stops Weeds for Years"		1,921,278	9/19/95	9/19/00	N/A	9/19/05
"Great Results, Less Work"		2,359,625	6/20/00		6/20/05 & 6/20/00	
Trademark Applications Filed						
Easy Gardener (Block letters)		#74/421,664 - Pending				
Easy Gardener Landscape Fabric		Pending - Filed 1/19/00				
Easy Gardener Patio Underliner		Pending - Filed 1/19/00				
Plasti-Chain		Pending - Lapsed - Now owned by French company - Dan Pleitz following up (4/98)				
SuperMulch		N/A - (too descriptive to register) - Continue use per Dan Pleitz memo, by reason of				
TerraCotta Tile		Pending - 12/98 - Dan Pleitz filing for registration				
TreeWrap		Being reviewed by the USPTO as a "Supplemental Register"				
WeedBlock (Block letters)		Serial #74/421,910 - Pending				
Country Classic Border		Filed Intent to Use application 7/25/01				
DecoTILE Border		Filed Intent to Use application 7/25/01				
Villa Garden Tiles - Adobe		Filed Intent to Use application 7/25/01				
Villa Garden Tiles - Venicia		Filed Intent to Use application 7/25/01				
Villa Garden Tiles - Roma		Filed Intent to Use application 7/25/01				
Villa Garden Tiles - English Stone		Filed Intent to Use application 7/25/01				
Villa Garden Tiles - English Stone Finial		Filed Intent to Use application 7/25/01				
Easy Gardener Pound-In		Filed Intent to Use application 7/25/01				
Whimsical Loop		Filed Intent to Use application 7/25/01				
Whimsical Arch		Filed Intent to Use application 7/25/01				
Whimsical Dragonfly		Filed Intent to Use application 7/25/01				
Whimsical Jewels		Filed Intent to Use application 7/25/01				

TRADEMARK

REEL: 002478 FRAME: 0814

Schedule of Trademarks

Registration	1st Use	Registration Number	Issued	Section 8 Renewed	Section 15 Renewed	Next Action
Whimsical Butterfly	TM 8/12/01 NHS	Filed Intent to Use application 7/25/01				
Whimsical Silver Ridge	TM 8/12/01 NHS	Filed Intent to Use application 7/25/01				
Garden Braid Border	TM 8/12/01 NHS	Filed Intent to Use application 7/25/01				
Gallery Garden Border	TM Intent to Use	Filed Intent to Use application 7/25/01				
Mexico						
Emerald Edge		948,719	Attorney working on it			
CTM's (Community Trademarks - Europe)						
WeedBlock (Stylized)	TM	Includes the following countries - Benelux, Belgium, The Netherlands, Luxembourg, Austria, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Spain, Portugal, Sweden, UK	Filed 8/12/01			
Easy Gardener (Word Mark)	TM		Filed 8/12/01			
Easy Gardener & Rectangle Design	TM		Filed 8/12/01			
Easy Gardener & Flower Design	TM		Filed 8/12/01			
TreeStaKit	TM		Filed 8/12/01			
CloudCover	TM		Filed 8/12/01			
FabricPegs	TM		Filed 8/12/01			
Emerald Edge	TM		Filed 8/12/01			

TRADEMARK LICENSES

None.