

04-24-2002

Docket No.:

20727/15



Tab settings

102064596

To the Honorable Commissioner of Patents and Trademarks, attached original documents or copy thereof.

1. Name of conveying party(ies):

Mazel Stores, Inc.

4-12-02

- Individual(s)
- General Partnership
- Corporation-State Ohio
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date: August 21, 2001

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

Name: IBJ Whitehall Retail Finance

Internal Address:

Street Address: 45 Braintree Hill Office Park

City: Braintree State: MA ZIP: 02184

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State New York
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

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

A. Trademark Application No.(s)

75/186,453 75/867,695
75/595,666 75/895,835
75/600,161 75/906,609

B. Trademark Registration No.(s)

838,824 961,098 963,169
932,568 961,522 1,161,979
961,095 963,168 1,191,405

Additional numbers Yes No

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

Name: Mark S. Leonardo, Esq.

Internal Address: Brown Rudnick Berlack Israels LLP
Box IP, 18th Floor

Street Address: One Financial Center

City: Boston State: MA ZIP: 02111

6. Total number of applications and registrations involved:.....

46

7. Total fee (37 CFR 3.41):.....\$ \$1,165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-0369

4/23/2002 LNJELLER 00000098 75186453

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 1125.00 OP

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.

Mark S. Leonardo (Reg. No. 41,433)

Name of Person Signing

Signature

43-02

Date

20

Total number of pages including cover sheet, attachments, and

TRADEMARK

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY#4. Continuation of Application Number(s) or Registration Number(s):

A. Trademark Applications.

Trademark Registration No.(s)
1,191,406
1,216,661
1,218,070
1,421,857
1,564,463
1,619,404
1,637,909
1,661,317
1,664,202
1,664,212
1,665,870
1,668,606
1,679,176
1,726,928
1,843,137
1,885,726
1,898,957
1,903,149
1,924,921
1,989,326
2,043,351
2,176,954
2,234,817
2,235,061
2,236,057
2,237,481
2,241,282
2,261,343
2,293,063
2,310,031
2,402,105

TRADEMARK AND TRADEMARK
APPLICATIONS SECURITY AGREEMENT

This Trademark and Trademark Application Security Agreement (the "TM Security Agreement") is made as of the 21st day of August, 2001, by Mazel Stores, Inc. (hereinafter, the "Company"), an Ohio corporation with offices 31000 Aurora Road, Solon, Ohio 44139, and IBJ Whitehall Retail Finance, a division of IBJ Whitehall Business Credit Corporation, a New York corporation with offices at 45 Braintree Hill Office Park, Braintree, MA 02184, as Collateral Agent on behalf of the Lenders identified in the Loan Agreement (the "Collateral Agent").

RECITALS

WHEREAS, pursuant to the Loan and Security Agreement dated August 21, 2001 (as amended from time to time, the "Loan Agreement") made between Mazel Stores, Inc., as a Borrower and Lead Borrower on behalf of the Borrowers identified therein (collectively, the "Borrowers"), the Lenders have agreed to make certain Loans (as defined in the Loan Agreement, hereinafter, the "Loans") available to the Borrowers;

WHEREAS, pursuant to the Loan Agreement the Company has granted to the Collateral Agent a security interest in the Collateral (as defined in the Loan Agreement) to secure the Liabilities (as defined in the Loan Agreement) of the Borrowers to the Lenders;

WHEREAS, as a condition, among others, to the establishment of the credit facilities contemplated by the Loan Agreement, and to further secure the Liabilities and to more fully vest the security interest granted in the Loan Agreement, the Company has executed this TM Security Agreement.

NOW THEREFORE, For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Company and the Collateral Agent agree as follows:

1. Terms used herein which are defined in the Loan Agreement are used as so defined.
2. To secure the Liabilities, the Company hereby grants a security interest in favor of, and collaterally assigns to the Collateral Agent, with power of sale (which power of sale shall be exercisable only following the occurrence of an Event of Default as defined in the Loan Agreement and used herein as so defined), in and to the following and all proceeds thereof:
 - a. All of the Company's now owned or existing or hereafter acquired or arising trademarks, trademark applications, service marks, registered service marks and service mark applications including, without limitation, those listed on *EXHIBIT A* annexed hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks, and service mark applications.
 - b. All renewals of any of the foregoing.
 - c. All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.
 - d. The right to sue for past, present and future infringements and dilutions of any of the foregoing.
 - e. All of Company's rights corresponding to any of the foregoing throughout the world.

All of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications described in Subsection 2(a), together with the items respectively described in Subsections 2(b) through and including 2(e) are hereinafter individually and/or collectively referred to as the "**Marks**".

3. Until this TM Security Agreement is terminated in writing by a duly authorized officer of the Collateral Agent, the Company shall undertake the following with respect to each Mark:

a. Pay all renewal fees and other fees and costs associated with maintaining the Marks and with the processing of the Marks.

b. At the Company's sole cost, expense, and risk, pursue the prompt, diligent, processing of each Application for Registration which is the subject of the security interest created herein and not abandon or delay any such efforts.

c. At the Company's sole cost, expense, and risk, take any and all action which Company deems necessary or desirable to protect the Marks, including, without limitation, the prosecution and defense of infringement actions.

4. In the event of

a. the Company's failure, within Five (5) days of written notice from the Collateral Agent, to cure any failure by the Company to perform any of the Company's obligations set forth in Section 3, above, and/or

b. the occurrence of any Event of Default,

the Collateral Agent acting in its own name or in that of the Company may (but shall not be required to) act in the Company's place and stead and/or in the Lenders' own right in connection therewith.

5. Company represents and warrants that:

a. **EXHIBIT A** includes all of the registered trademarks, Federal trademark applications, registered service marks and Federal service mark applications now owned by the Company.

b. No liens, claims or security interests have been granted in any Mark by the Company to any Person other than to the Collateral Agent.

6. In order to further secure the Liabilities:

a. The Company shall give the Collateral Agent written notice (with reasonable detail) within Ten (10) days following the occurrence of any of the following:

i. The Company obtains rights to, and files applications for registration of, any new trademarks, or service marks, or otherwise acquires ownership of any newly registered trademarks, registered service marks, trademark applications, or service mark applications, (other than Company's right to sell products containing the trademarks of others in the ordinary course of Company's business).

ii. The Company becomes entitled to the benefit of any registered trademarks, trademark applications, trademark licenses, trademark license renewals, registered service marks, service mark applications, service mark licenses or service mark license renewals

whether as licensee or licensor (other than Company's right to sell products in containing the trademarks of others' the ordinary course of Company's business).

iii. The Company enters into any new trademark license agreement or service mark license agreement.

b. The provisions of this TM Security Agreement shall automatically apply to any such additional property or rights described in 6(a), above, all of which shall be deemed to be and treated as "Marks" within the meaning of this TM Security Agreement.

c. The Company hereby authorizes the Collateral Agent to modify this agreement by amending EXHIBIT A to include any future registered trademarks, trademark applications, registered service marks and service mark applications, written notice of which is so given, *provided, however*, the modification of said EXHIBIT shall not be a condition to the creation or perfection of the security interest created hereby.

7. Upon the occurrence of any Event of Default, the Collateral Agent may exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in Massachusetts (Massachusetts General Laws, Chapter 106), with respect to the Marks, in addition to which the Collateral Agent, subject to the terms of the Loan Agreement, may sell, license, assign, transfer, or otherwise dispose of the Marks. Any person may conclusively rely upon an affidavit of an officer of the Collateral Agent that an Event of Default has occurred and that the Collateral Agent is authorized to exercise such rights and remedies.

8. The Company hereby irrevocably constitutes and designates the Collateral Agent as and for the Company's attorney in fact, effective with and upon the Collateral Agent's first exercise (the "**First Exercise**") of such powers following the occurrence of any Event of Default:

a. To exercise any of the rights and powers referenced in Section 3.

b. To execute all and singular such instruments, documents, and papers as the

Collateral Agent determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Marks.

The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until the within TM Security Agreement is terminated by a duly authorized officer of the Collateral Agent, but shall be exercisable only following the occurrence of an Event of Default.

9. Any use by the Collateral Agent of the Marks as authorized hereunder in connection with the exercise of the Collateral Agent's rights and remedies under the within TM Security Agreement and the Loan Agreement shall be coextensive with Company's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Collateral Agent to the Company. Such use by the Collateral Agent shall be permitted only with and upon the First Exercise following the occurrence of an Event of Default.

10. Collateral Agent hereby acknowledges that the Company shall continue to have the exclusive right, prior to notice from the Collateral Agent following the occurrence of an Event of Default, to sue for past, present and future infringement of the Marks including the right to seek injunctions and/or money damages, in an effort by Company to protect the Marks against encroachment by third parties; provided, however, that Company first notifies Collateral Agent in writing of its intention to sue for enforcement of the Marks against a particular party. All costs arising in connection with any infringement shall be borne by Company.

11. Following the payment and satisfaction of all Liabilities, and the termination of any obligation of the Collateral Agent to provide loans or financial accommodations under the credit

facility contemplated by the Loan Agreement, this TM Security Agreement shall terminate and the Collateral Agent shall execute and deliver to Company all such instruments as the Company reasonably may request to release any encumbrance in favor of the Collateral Agent created hereby or pursuant hereto, subject, however, to any disposition thereof which may have been made by Collateral Agent pursuant hereto or pursuant to the Loan Agreement.

12. The Company shall, at the request of the Collateral Agent, do any and all acts and execute any and all documents required by the Collateral Agent in connection with the protection, preservation, and enforcement of the Collateral Agent's rights hereunder.

13. The Company shall, upon demand, reimburse the Collateral Agent for all costs and expenses incurred by the Collateral Agent in the exercise of any rights hereunder (including, without limitation, fees and expenses of counsel).

14. Collateral Agent hereby acknowledges that the Company shall continue to have the exclusive right, prior to notice from the Collateral Agent following the occurrence of an Event of Default, to sue for past, present and future infringement of the Marks including the right to seek injunctions and/or money damages, in an effort by Company to protect the Marks against encroachment by third parties; provided, however, that Company first notifies Collateral Agent in writing of its intention to sue for enforcement of the Marks against a particular party. All costs arising in connection with any infringement shall be borne by Company.

15. Neither anything contained in the within TM Security Agreement or in the Loan Agreement nor any act, omission, or circumstance may be construed as directly or indirectly conveying to the Collateral Agent any rights in and to the Marks, which rights are effective except following the occurrence of any Event of Default (and in such circumstances, only with and upon the First Exercise).

16. This TM Security Agreement is intended to be supplemental of the Loan Agreement. All provisions of the Loan Agreement shall apply to the Marks and the Collateral Agent shall have the same rights with respect to any and all security interests in the Marks granted the Collateral Agent to secure the Liabilities hereunder as thereunder. In the event of a conflict between this TM Security Agreement and the Loan Agreement, the terms of this TM Security Agreement shall control with respect to the Marks and the Loan Agreement with respect to all other collateral.

IN WITNESS WHEREOF, the Company and the Collateral Agent respectively have caused this TM Security Agreement to be executed by officers duly authorized so to do on the date first above written.

Remainder of page intentionally left blank

MAZEL STORES, INC.
(The "Company")

IBJ WHITEHALL RETAIL FINANCE, a
division of IBJ Whitehall Business Credit
Corporation
("Collateral Agent")

By: Peter J. Hayes

By: [Signature]

Print Name: Peter J. Hayes
Title: Chief Executive Officer

Print Name: Francis D. O'Connell
Title: Senior Vice President

State
THE OF, Massachusetts
COUNTY OF Suffolk, SS

Then personally appeared before me Peter J. Hayes - who acknowledged that such person the duly authorized of the Company and that such person had executed the foregoing instrument on its behalf.

Witness my hand and seal this 10th day of August, 2001.

[Signature]
Notary Public
My Commission Expires:

JANET S. WAMSLEY, Notary Public
My Commission Expires December 9, 2005

State
THE OF Massachusetts
COUNTY OF Suffolk, SS

Then personally appeared before me Frank D. O'Connell, SVP who acknowledged that such person the duly authorized of the Collateral Agent and that such person had executed the foregoing instrument on its behalf.

Witness my hand and seal this 11th day of August, 2001.

[Signature]
Notary Public
My Commission Expires:

MAZEL STORES, INC.
TRADEMARK PORTFOLIO

Case No/ Client Ref/ Mark	County S.O.L.	Trademark/Registrant/ Assignee	Serial No./ Reg. No./ Class	FDT/IDT/ DDT/RDT/ TDT	S	Remarks	Goods
0130/130 ACTION KIDZ	US OH	ACTION KIDZ ACTION INDUSTRIES, INC. MAZEL STORES, INC.	74/088,839 1,688,606 28 (1,668,606)	06/17/1990 12/17/1991 12/17/1997 12/17/2001	T	Affidavit Acptd. 12/29/97	Games and playthings; namely, toy harmonicas, balls, jump ropes, play money, play clocks, toy watch sets, toy trucks, toy insects, play baby bottles, mini pool tables, play parachutes, play jewelry, cowboys and Indians sets; namely, plastic figures of horses, fences, cowboys and Indians, toy soldiers, play stethoscopes, play tool sets, play beauty sets, multipurpose board games sets, toy stamp and color sets, namely a set of crayons, felt ink pads, pads of paper, rubber alphabet stamp, plastic tweezers, stamp case and stamp handle, toy pinball sets, toy train sets, play high heeled shoes, and a toy gun that shoots ping pong balls.
0119/110 AQUA MAGIC	US OH	AQUA MAGIC MAZEL COMPANY L.P. MAZEL STORES, INC.	75/186,436 2,236,057 21	10/22/1996 03/30/1999 03/30/2005 03/30/2009	T		Hose nozzles and lawn sprinklers.
0140/140 BUCK-A-RAMA	US OH	BUCK-A-RAMA ACTION INDUSTRIES, INC. MAZEL STORES, INC.	72/953,169 863,169 35 (963,169)	02/25/1971 07/03/1973 07/03/1979 07/03/2003	T		Retail variety goods store services and advertising furnished in connection therewith.
0176/176-CA 0141/141 CHEF'S HELPER	CA OH US OH	BUCK-A-RAMA MAZEL STORES, INC. CHEF'S HELPER MAZEL STORES, INC.	TMA233,38 5 74/088,875 1,679,176	08/01/1979 08/01/2009 06/17/1990 03/17/1992 03/17/1998 03/17/2002	T		

TRADEMARK

Case No/ Client Ref/ Mark	County S.O.L.	Trademark/Registrant/ Assignee	Serial No./ Reg. No./ Class	FDT/IDT/ DDT/RDT/ TDT	S	Remarks	Goods
0182/182 CHORE SAVERS	US OH	CHORE SAVERS MAZEL STORES, INC.	75/357,110 2,176,954 21,22	09/15/1997 07/28/1998 07/28/2004 07/26/2008	T		Scouring pads, scrubber pads, sponge brushes, scrub brushes, scrubber sponges, sponges for household purposes, cleaning pads containing soap, clothes pins, plastic spray bottles sold empty, laundry clips, dust pans, soap dispensers, soap dish, feather dusters, mops, brooms, squeegee brushes for household use and dish washing brush sets and toilet bowl brushes for household purposes (CL21). Laundry Bags (CL22)
0183/183	US	CHORE SAVERS MAZEL STORES, INC. MAZEL STORES, INC.	75/357,130 2,241,282 20,24	09/15/1997 04/20/1999 04/20/2005 04/20/2009	T		Modular closet organizing system comprising shelving, storage racks, non-metal fasteners, namely, brackets and clothes hangers for holding and suspending garments (CL20). Dishcloths and dish towels (CL24).
0142/142 CRYSTAL D'ADRIANA	US OH	CRYSTAL D'ADRIANA ACTION INDUSTRIES, INC. MAZEL STORES, INC.	73/217,833 1,161,879 21 (1,161,979)	05/31/1979 07/21/1981 07/21/1987 07/21/2001	T		Crystal tableware, namely, wine, water and cordial glasses, decorative bells, heart-shaped boxes, ring holders and bud vase candle holders.
0124/124 DESIGN	US OH	DESIGN ODD JOB TRADING CORP. MAZEL STORES, INC.	73/264,557 1,191,405	06/02/1980 03/02/1982 03/02/1988 03/02/2002	T	Formerly Maz0124	
0145/145 DOLLAR BLAST	US OH	DOLLAR BLAST ACTION INDUSTRIES, INC. MAZEL STORES, INC.	73/286,485 1,218,681 18,35 (1,216,661)	11/19/1990 11/16/1982 11/16/1986 11/16/2002	T		Advertising circulars prepared for and supplied to others for distribution (CL 16). Coordination of special sales by others to promote the sale of goods including the preparation and furnishing of advertising circulars and other advertising materials (CL 35)

TRADEMARK

Case No/ Client Ref/ Mark	County S.O.L.	Trademark/Registrant/ Assignee	Serial No./ Reg. No./ Class	FDT/IDT/ DDT/RDT/ TDT	S	Remarks	Goods
0146/146 DOLLAR DAZE	US OH	DOLLAR DAZE ACTION INDUSTRIES, INC. MAZEL STORES, INC.	72/384,763 961,522 16,35	02/25/1971 06/19/1973 06/19/1979 06/19/2003	T		Advertising newspapers (CL 16) Retail variety goods store services and advertising furnished in connec- tion therewith
0177/177-CA	CA OH	DOLLAR DAZE MAZEL STORES, INC.	TMA277,94 3	05/19/1978 05/19/2008	T		Retail variety goods store services and advertising furnished in connec- tion therewith.
0147/147	US OH	DOLLAR POWER ACTION INDUSTRIES, INC. MAZEL STORES, INC.	72/961,095 961,095 35	02/20/1971 06/12/1973 06/12/1979 06/12/2003	T		Retail variety goods store services and advertising furnished in connec- tion therewith.
DOLLAR POWER	CA OH	DOLLAR POWER MAZEL STORES, INC.	TMA286,00 5	01/22/1982 01/23/2012	T		
0178/178-CA	CA OH	DOLLAR POWER MAZEL STORES, INC.	TMA235,06 3	08/17/1979 08/17/2009	T		
0179/179-CA	CA OH	DOLLAR POWER MAZEL STORES, INC.	72/963/168 963,168 35	02/25/1971 07/03/1973 07/03/1978 07/03/2003	T		Retail variety goods store services and advertising furnished in connec- tion therewith.
0148/148 DOLLAR STRETCHERS	US OH	DOLLAR STRETCHERS ACTION INDUSTRIES, INC. MAZEL STORES, INC.	72/257,246 838,824 36	10/26/1966 11/14/1967 11/14/1973 11/14/2007	T		Periodically published circulars, sold by the applicant to retailers whose merchandise is advertised therein.
DOLLAR-AMA	US OH	DOLLAR-AMA ASSOCIATED HARDWARE SUPPLY COMPANY MAZEL STORES, INC.	TMA212,76 9	03/12/1976 03/12/2006	T		
0180/180-CA	CA OH	DOLLAR-AMA MAZEL STORES, INC.	TMA236,79 3	10/26/1979 10/28/2009	T		
0181/181-CA	CA OH	DOLLARIFIC MAZEL STORES, INC.			T		
DOLLARIFIC 00077SMUS	US OH	GOURMET'S CHOICE (PLUS DESIGN)	74/338,501 1,898,957 21	12/09/1992 06/13/1995 06/13/2001 06/13/2005	T		Household utensils, namely, turners, kitchen ladles, basting spoons, slotted spoons, spaghetti servers, and measuring sets including measuring pitchers, lids/trainers, measuring spoons and measuring cups.
GOURMET'S CHOICE (PLUS DESIGN)	US OH	MAZEL COMPANY L.P. MAZEL STORES, INC.			T		Christmas tree ornaments, namely ceramic ornaments.
0150/150 HOLIDAY BOUTIQUE	US OH	HOLIDAY BOUTIQUE ACTION INDUSTRIES, INC. MAZEL STORES, INC.	74/088,913 1,664,212 28	08/17/1990 11/12/1991 11/12/1997 11/12/2001	T	Affidavit Actpd. 12/24/87	

REEL: 002490 FRAME: 0014

Case No/ Client Ref/ Mark	County S.O.L.	Trademark/Registrant/ Assignee	Serial No./ Reg. No./ Class	FDT/IDT/ DDT/RDT/ TDT	S	Remarks	Goods
0151/151 HOLIDAY SPARKLE	US OH	HOLIDAY SPARKLE ACTION INDUSTRIES, INC. MAZEL STORES, INC.	(73/784, 369) 73/764,369 1,564,463 18,35	03/03/1989 11/07/1989 11/07/1995 11/07/2009	T		Advertising brochures prepared for and supplied to others for distribution. (CL18) Promoting the sale of goods by others through preparation of advertising brochures through coordination of special sales and promotions on their premises. (CL35) Candles.
0134/134 HOLY LAND CANDLE COMPANY	US OH	HOLY LAND CANDLE COMPANY MAZEL STORES, INC.	75/226,283 2,234,817 4 (2, 234, 917)	01/16/1997 03/23/1999 03/23/2005 03/23/2009	T		
0152/152 HOME FOR THE HOLIDAYS	US OH	HOME FOR THE HOLIDAYS ACTION INDUSTRIES, INC. MAZEL STORES, INC.	73/528,725 1,421,857 16	03/25/1985 12/23/1986 12/23/1992 12/23/2008	T		Advertising brochures prepared for and supplied to others distribution.
0153/153 IMPRESSIONS	US OH	IMPRESSIONS ACTION INDUSTRIES, INC. MAZEL STORES, INC.	74/088,885 1,885,870 21 (74/088, 865) (1, 665, 870)	08/17/1990 11/26/1991 11/26/1997 11/26/2001	T	Affidavit Acptd. 12/15/97	Hair combs and brushes, cosmetic brushes, toothbrushes and holders therefor, soap dishes, cosmetic tray organizers, swab and cotton ball cadies and cotton ball dispensers
0154/154	US OH	IMPRESSIONS ACTION INDUSTRIES, INC. MAZEL STORES, INC.	74/143,775 1,664,202 26	03/04/1991 11/12/1991 11/12/1997 11/12/2001	T	Affidavit Acptd. 12/29/97	Barrettes and braided elastic ponytail holders.
0104A/104A IT'S A DOLLAR	US OH	IT'S A DOLLAR MAZEL COMPANY L.P. MAZEL STORES, INC.	74/498,582 1,924,921 42 (74/498, 592)	03/09/1994 10/03/1995 10/03/2001 10/03/2005	T		Retail variety store services.
0008/8TMUS JUST CLOSEOUTS 0186	US OH	JUST CLOSEOUTS JUST CLOSEOUTS, INC. LINDSEY SINCLAIR MAZEL STORES, INC.	73/819,604 1,637,909 42 75/866,875 2,402,105	05/15/1989 03/12/1991 03/12/1997 03/12/2001 12/08/1999 11/07/2000	T	Assigned To Just Closeouts, Ltd. 10/96 See Just 101)	Retail department store services. Candles (CL-4).

TRADEMARK

REEL: 002490 FRAME: 0015

Case No/ Client Ref/ Mark	County S.O.L.	Trademark/Registrant/ Assignee	Serial No./ Reg. No./ Class	FDT/IDT/ DDT/RDT/ TDT	S	Remarks	Goods
LINDSEY SINCLAIR 0112A/112A MAMA ZELLO'S			4	11/07/2006 11/07/2010			
	US OH	MAMA ZELLO'S MAZEL STORES, INC.	75/275,527 2,235,061 29	04/16/1997 03/23/1999 03/23/2005 03/23/2009	T	Formerly MazeT0112US	Food products, processed fruits and vegetables.
0110/110 NEW YORK PUBLISHER'S OUTLET	US OH	NEW YORK PUBLISHER'S OUTLET MAZEL COMPANY L.P. MAZEL STORES, INC.	74/442,784 1,885,726 42	10/01/1993 03/21/1995 03/21/2001 03/21/2005	T	Supplemental Register - Applied For Regn. On Principal (See MazeT0110USA)	Retail store services featuring books, magazines, newspapers and other publications.
0111/111 NEW YORK PUBLISHER'S OUTLET & DESIGN	US OH	NEW YORK PUBLISHER'S OUTLET & DESIGN MAZEL COMPANY L.P. MAZEL STORES, INC.	74/442,785 1,903,149 42	10/01/1993 07/04/1996 07/04/2001 07/04/2005	T		Retail store services featuring books, magazines, newspapers and other publications.
0135/135 ODD JOB	US OH	ODD JOB ODD-JOB TRADING CORP. MAZEL STORES, INC.	75/065,164 2,043,351 42	02/29/1996 03/11/1997 03/11/2003 03/11/2007	T	Formerly MAZ0101	Retail department store services.
0135S/135-IL ODD JOB TRADING CORP. AND DESIGN	OH	ODD JOB MAZEL COMPANY L.P. MAZEL STORES, INC.	103010 103010 42	01/25/1996 01/25/1996 01/25/2003	T	Formerly MAZ0101IL	Department store services.
0125/125 ODD JOB TRADING CORP. AND DESIGN	US OH	ODD JOB TRADING CORP. AND DESIGN ODD JOB TRADING CORP. MAZEL STORES, INC.	73/264,558 1,191,406	06/02/1980 04/02/1982 04/02/1986 04/02/2002	T	Formerly MAZ0126	
0001/TMUS PARTY HOUSE	US OH	PARTY HOUSE THE MAZEL CO. MAZEL STORES, INC.	74/089,543 1,726,928 4,16,21	08/20/1990 10/27/1982 10/27/1998 10/27/2002	T	Assigned 10/30/1996	Candles (CL 4) Party oriented products namely, paper napkins, table covers, table cloths, gift bags, doilies, gift boxes and gift wrapping paper (CL 16) Paper cups, paper plates and paper bowls (CL21).
0001S/1TMCA	C1	PARTY HOUSE THE MAZEL COMPANY MAZEL STORES, INC.	094725 15	08/30/1991 08/30/2001	T		

TRADEMARK

Case No/ Client Ref/ Mark	County S.O.L.	Trademark/Registrant/ Assignee	Serial No./ Reg. No./ Class	FDT/IDT/ DDT/RDT/ TDT	S	Remarks	Goods
0001S/1TMPA	P1	PARTY HOUSE THE MAZEL COMPANY MAZEL STORES, INC.	R-26561	04/04/1991 04/04/2001	T		
0001S/1TMNY	NS OH	PARTY HOUSE THE MAZEL COMPANY MAZEL STORES, INC.	R-26561	05/15/1991 05/15/2001	T	Assigned 6/97; New York	
0001S/1TMOH	01 OH	PARTY HOUSE THE MAZEL COMPANY MAZEL STORES, INC.	TM13509 18	07/31/1991 07/31/2001	T		Party oriented products, paper cups, paper plates, paper napkins, etc.
0001S/1TMIL	12	PARTY HOUSE THE MAZEL COMPANY MAZEL STORES, INC.	068382 5-37	04/04/1991 04/04/2001	T		party oriented products, including paper cups, paper napkins, paper plates, paper bowls, paper glasses, table covers, table cloths, candles, tins, ...
0113A/113A	US OH	PICK O' THE CROP MAZEL STORES, INC.	75/275,461 2,237,481 29	04/16/1997 04/06/1999 04/06/2005 04/06/2009	T	Formerly MAZET0113US	Food products, namely, processed fruits and vegetables.
PICK O' THE CROP							
0155/155	US OH	POWER END CAP ACTION INDUSTRIES, INC. MAZEL STORES, INC.	75/345,370 1,843,137 35 (74/345,370)	01/04/1993 07/06/1994 07/06/2000 07/05/2004	T		Preparing advertisements and promotional materials for retailers.
POWER END CAP							
0156/156	US OH	POWERHOUSE ACTION INDUSTRIES, INC. MAZEL STORES, INC.	74/622,752 1,989,326 35	01/18/1995 07/23/1996 07/23/2002 07/23/2006	T		Advertising services for others, namely preparing advertising material and promotional packages, including merchandise for retailers and replenishing and updating the same for a period of time in a retail store.
POWERHOUSE							
0117/117 PROGRO	US OH	PROGRO MAZEL COMPANY L.P. MAZEL STORES, INC.	75/164,116 2,293,063 8	10/21/1988 11/16/1999 11/16/2005 11/16/2009	T		Hand operated garden tools, namely, rakes, shovels, hoes, pitch forks, and trowels; cutting tools, namely, knives, scissors, shears, and saws; and pruning tools, namely, loppers, hand pruners, anvil pruners and bypass pruners.

TRADEMARK

REEL: 002490 FRAME: 0017

Case No/ Client Ref/ Mark	County S.O.L.	Trademark/Registrant/ Assignee	Serial No./ Reg. No./ Class	FDT/IDT/ DDT/RDT/ TDT	S	Remarks	Goods
0137/137 RIBBON AND HOLLY	US OH	RIBBON AND HOLLY ACTION INDUSTRIES, INC. MAZEL STORES, INC.	74/088,840 1661,317 21	08/17/1990 10/15/1991 10/15/1997 10/15/2001	T	Affidavit acptd. 11/10/1997	Earthenware, namely, boxes, candle holders, bells, baskets, tree-shaped dishes, napkin holders, vases, and tiddbit dishes.
0120/120 S DESIGN	US OH	S DESIGN AMERICAN HOME PRODUCTS CORPORATION MAZEL STORES, INC.	74/307,545 1,218,070 6	04/27/1981 11/30/1982 11/30/1988 11/30/2002	T		Padlocks
0121/121	US OH	S DESIGN SLAYMAKER, INC. MAZEL STORES, INC.	73/768,106 1,619,404 8, 9	12/08/1988 10/30/1990 10/30/1996 10/30/2000	T		Metal safes, metal lockboxes, metal vaults, metal cans and containers with safe compartments, metal key chains, telephone locks, locking security pins.
0157/157 S-T-R-E-T-C-H- A- DOLLAR	US OH	S-T-R-E-T-C-H-A-DOLLAR ACTION INDUSTRIES, INC. MAZEL STORES, INC.	72/961/096 961,098 35	02/25/1971 06/12/1973 06/12/1979 06/12/2003	T		Retail variety goods store services and advertising furnished in connection therewith.
0115/115 SLAYMAKER	US OH	SLAYMAKER MAZEL COMPANY L.P. MAZEL STORES, INC.	75/162,868 2,261,343 5,7,8,9	09/09/1986 07/13/1988 07/13/2005 07/13/2009	T		Locks, namely, padlocks, door locks, bolt locks, cable locks, bar locks, window lock and bars, and bike locks, all predominately of metal (CL6). Accessories for power tools, namely drill bits, saw blades, router bits, screw drivers and sockets, sanding attachments and sandpaper holders for power sanders (CL 7). Hand tools, namely wrenches, pliers, sockets, ratchets, screwdrivers, saws, hammers, clamps, vises, axes, and tool holders for hand tools, and combination sets of the foregoing, shovels, rakes, cultivators, hoes, tree pruners, hedge trimmers, and grass trimmers (CL8).

TRADEMARK

REEL: 002490 FRAME: 0018

Case No/ Client Ref/ Mark	County S.O.L.	Trademark/Registrant/ Assignee	Serial No./ Reg. No./ Class	FDT/IDT/ DDT/RDT/ TDT	S	Remarks	Goods
0122/122	US OH	SLAYMAKER SLAYMAKER, INC. MAZEL STORES, INC.	(DEAD) 73/766,388 1,624,415 6,9	11/30/1988 11/27/1990 11/27/1996 11/27/2000	T		Measuring tapes (CL9).
0123/123	US OH	SLAYMAKER SLAYMAKER LOCK COMPANY MAZEL STORES, INC.	72/397,760 932,568 25	07/19/1971 04/18/1972 04/18/1978 04/18/2002	T		Metal safes, metal lock boxes, metal vaults, metal cans and containers (CL8), telephone responders, burglar alarms, electronic water ... (CL9) Locks, namely, padlocks.
0184/184	US	BODY NOTIONS MAZEL STORES, INC.	(DEAD) (75/800,831)		A		Cosmetics
BODY NOTIONS 0189	US	BRANDS FOR LESS/ NAME BRANDS FOR LESS MAZEL STORES, INC.	35 (2,310,031)		A		Retail store service
EXECU-TEK 0118/118	US OH	EXECU-TEK MAZEL STORES, INC.	9		A		Calculators
GRILL KING 0105/105	US	GRILL KING MAZEL COMPANY L.P. MAZEL STORES, INC.	75/186,453 8	10/22/1996	A		Barbecue utensils and accessories
IT'S ONE DOLLAR 0102/102	US	IT'S ONE DOLLAR MAZEL COMPANY L.P.			A		
JUST A DOLLAR 0186A	US OH	JUST A DOLLAR MAZEL COMPANY L.P.	75/867,895 21 (75/867,695)	12/08/1999	A	(Intent to Use)	Housewares (CL 21).
LINDSEY SINCLAIR 0187/	US	LINDSEY SINCLAIR MAZEL STORES, INC.	75/595/666	01/12/2000	A		Retail store services

TRADEMARK

Case No/ Client Ref/ Mark	County S.O.L.	Trademark/Registrant/ Assignee	Serial No./ Reg. No./ Class	FDT/IDT/ DDT/RDT/ TDT	S	Remarks	Goods
MAZEL S	OH	MAZEL STORES, INC.	35				
0188/ MAZEL STORES	US OH	MAZEL STORES MAZEL STORES, INC.	75/895,835 35	01/12/2000	A		Retail store services
0110A/ NEW YORK PUBLISHER'S OUTLET	US	NEW YORK PUBLISHER'S OUTLET MAZEL STORES, INC.	75,600,151 35 (75/600,161)	12/07/1998	A	Previously registered on supplemental (See MAZE0110US)	Retail stores featuring books, magazines, newspapers and other publications.
0106AJ PARTYHOUSE USA	US OH	PARTYHOUSE USA MAZEL STORES, INC.	75,906,608 35 (75/906,609)	01/31/2000	A	Refile of MAZET0106	Retail store services in the field of home party goods not sold to institutions or restaurants.
0185/185 S DESIGN	US	S DESIGN MAZEL STORES, INC.	8 (1,619,404)		A		

RECORDED: 04/12/2002

TRADEMARK
REEL: 002490 FRAME: 0020