

11-05-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



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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.

1. Name of conveying party(ies):

Homelite Technologies Ltd.

10-22-02

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: October 21, 2002

2. Name and address of receiving party(ies)

Name: Wachovia Bank, National Association

Internal Address: 301 S. Tryon Street

Street Address:

City: Charlotte State: NC Zip: 28288

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

If assignee is not domiciled in the United States, a domestic representative 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 registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 151,508; 838,283; 838,329; 838,647; 852,988; 852,469; 867,511; 968,094; 1,008,957; 1,021,411;

Additional number(s) attached Yes No

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

Name: Donna C. Sobel

Internal Address:

Street Address: Coudert Brothers LLP 1114 Avenue of the Americas

City: New York State: NY Zip: 10036

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 3.41) \$ 365

- Enclosed Authorized to be charged to deposit account

8. Deposit account number: 50-1434

DO NOT USE THIS SPACE

9. Signature.

11/04/2002 DBYRNE 00000182 501434 151508

01 FC:0521 02 FC:0522

Donna C. Sobel Name of Person Signing

Signature

October 22, 2002 Date

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

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

TRADEMARK REGISTRATION NO. (S) CONTINUED:

1,040,443; 1,500,420; 1,844,112; 2,244,195

Trademark Security Interest

THIS TRADEMARK SECURITY INTEREST ("Security Interest") is made as of October 21, 2002 by HOMELITE TECHNOLOGIES, LTD., a company incorporated under the laws of Bermuda with an office at Cedar House, 41 Cedar Avenue, Hamilton HM12, Bermuda (the "Pledgor") to and in favor of WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association organized under the laws of the United States (the "Facility Agent"), in its capacity as collateral agent for the lenders pursuant to that certain loan agreement dated as of October 21, 2002 by and among Homelite Consumer Products Holding, Inc., as borrower, Homelite Consumer Products, Inc. and Techtronic Industries Company Limited, as guarantors, Commerz (East Asia) Limited as coordinating arranger, The Hongkong and Shanghai Banking Corporation Limited and Wachovia Securities, Inc. as arrangers, the lenders named therein (the "Lenders"), and the Facility Agent, as the same may be amended, supplemented or otherwise modified from time to time. (the "Loan Agreement"). This Security Interest is made in accordance with the Loan Agreement and the Security Agreement between Homelite Consumer Products Holding, Inc., Homelite Technologies, Ltd. and Homelite Consumer Products, Inc., as pledgors, and the Facility Agent, as pledgee, dated as of October 21, 2002 as the same may be amended, supplemented or otherwise modified from time to time (the "Security Agreement").

WHEREAS, the Pledgor has adopted, used and is using certain trademarks which are registered in the United States, all as set forth in Schedule A, which is attached hereto and made a part of this Security Interest (the "Marks");

WHEREAS, the Pledgor has warranted that it is the rightful owner of the Marks and that all assignments of the Marks to the Pledgor have been submitted for recordation with the United States Patent and Trademark Office ("U.S.P.T.O.");

WHEREAS the Pledgor is obligated to the Facility Agent pursuant to the Security Agreement;

WHEREAS pursuant to the Security Agreement, the Pledgor is granting to the Facility Agent, for the its benefit and the benefit of the Lenders, a security interest in the Marks and in all of the goodwill of the business(es) symbolized by the Marks and a conditional assignment of the Marks and of all of the goodwill of the business(es) symbolized by the Marks;

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Pledgor grants to the Facility Agent a security interest in each of the Marks, together with all of the goodwill of the business(es) symbolized by the Marks, and grants a conditional assignment of the Marks together with all of the goodwill of the business(es) symbolized by the Marks upon the occurrence and continuance of any Event of Default (as defined in the Loan Agreement), and upon notice from the Facility Agent to the Borrower (to the extent that such notice is required pursuant to Clause 13. 2 of the Loan Agreement). The grant of security effected by this

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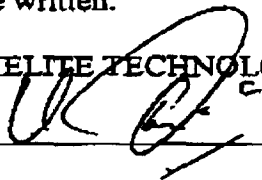
Security Interest is intended to and shall secure all of the Secured Obligations, as that term is defined in the Security Agreement.

FURTHER the Pledgor agrees, understands and acknowledges that the rights and remedies of the Facility Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

P.T.O. FURTHER this Security Interest is intended to be recorded in the U.S.

The undersigned have executed this Security Interest as of the date first above written.

HOMELITE TECHNOLOGIES, LTD.



By:

Horst Julius Pudwill

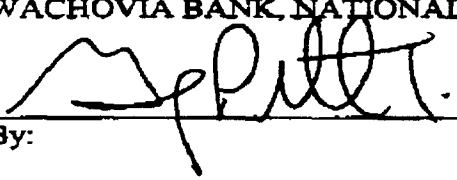
Position:

Director

Date:

October 21, 2002

WACHOVIA BANK, NATIONAL ASSOCIATION



By:

Greenfield Pitts

Position:

Senior Vice President

Date:

October 21, 2002

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Schedule A

U.S. Trademark Registrations

Trademark Registration No.	HOMELITE 151,508
Trademark Registration No.	HOMELITE 838,283
Trademark Registration No.	HOMELITE 838,329
Trademark Registration No.	HOMELITE 838,647
Trademark Registration No.	HOMELITE 852,988
Trademark Registration No.	HOMELITE 856,469
Trademark Registration No.	HOMELITE 867,511
Trademark Registration No.	HOMELITE 968,094
Trademark Registration No.	HOMELITE 1,008,957
Trademark Registration No.	HOMELITE 1,021,411
Trademark Registration No.	HOMELITE 1,040,443
Trademark Registration No.	HOMELITE 1,500,420
Trademark Registration No.	HOMELITE 1,844,112
Trademark Registration No.	HOMELITE 2,244,195

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