

01-22-2003

U.S. DEPARTMENT OF COMMERCE

TRA



102343687

12.17.02

OMB No. 0651-0011 (exp. 4/94)

Tab settings => => =>

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

1. Name of conveying party(ies):

OLYMPIA GROUP, INC.
505 Seventh Avenue
City of Industry, CA 90746

- ☐ Individuals(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State **California**
☐ 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: **June 3, 2002**

2. Name and address of receiving party(ies)

Name: **UNION BANK OF CALIFORNIA, N.A.**

Internal Address:

Street Address: **445 S. Figueroa Street, 12th Floor**

City: **Los Angeles** State: **California** ZIP: **90017**

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State **California**
☐ 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 patent number(s):

A. Trademark Application No.(s)

American Gardener (Serial No. 76/244,169)

Additional numbers attached? ☒ Yes ☐ No

B. Trademark Registration No.(s)

Allcraft (Reg. No. 1,917,651)

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

Mr. Michael Wright
Name: **Buchalter, Nemer, Fields & Younger**

Internal Address:

Street Address: **601 South Figueroa Street, 24th Floor**

City: **Los Angeles** State: **California** ZIP: **90017**

6. Total number of applications and registrations involved: **103**

7. Total fee (37 CFR 3.41) \$ **2590.00**

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

20-0052

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

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.

MR. MICHAEL WRIGHT
Name of Person Signing

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

Signature

July, 9, 2002
Date

TRADEMARK
REEL: 002653 FRAME: 0474

TRADEMARK FEE PROCESS RECEIVED
2002 DEC 27 P 3:13

01/21/2003 610M11
01 FC: 4521
02 FC: 4522
00000106 200052
40.00 CH
2550.00 CH

SCHEDULE "A"

REGISTERED TRADEMARKS AND SERVICE MARKS

<u>Trademark of Service Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
ALLCRAFT	12/02/95	1,917,651
ALLCRAFT	10/13/98	2,195,559
ANVIL HAMMER DESIGN	05/20/97	2,062,478
BABCO	05/12/70	890,873
BLACK STALLION	01/08/02	2,526,571
BUCKIT APRON	07/19/94	1,846,364
CONTINENTAL ABRASIVES	10/03/00	2,390,954
COVER ALL	09/16/97	2,098,346
CUT-R-MATIC	04/20/93	1,765,582
DO IT ALL	10/03/95	1,923,274
E-Z READ	09/02/97	2,093,141
EURO CUT	04/09/02	2,559,203
EURO CUT and design	04/09/02	2,557,716
EURO-STYLE	06/17/97	2,071,068
EUROCUT DIAMOND PRODUCTS	06/27/00	2,362,616
FOR EVERY WORK OF LIFE	04/30/96	1,971,787
FORGING THE STANDARD OF QUALITY	04/15/97	2,051,936
GARDEN ALL	06/29/99	2,256,733
GARDEN ALL!	07/14/98	2,172,080
GARDENER'S WORK GEAR	07/25/00	2,369,858
HOE-MATIC	04/20/93	1,765,581
HOMETOWN ADVANTAGE, INC.	09/05/95	1,916,001
LIGHT & EASY PRUNER	06/26/90	1,603,392
LONGNECKS	05/06/97	2,059,047
MAGNA CUT & design	03/02/99	2,227,873
MEDALIST & design	10/22/95	2,009,564
MUTT	03/02/99	2,228,182
OLY-PRO	05/15/90	1,596,050
OLYMEX	01/16/96	1,949,323
OLYMPIA TOOLS	12/04/01	2,514,050
OLYMPIA TOOLS	02/15/83	1,227,343
PACK-N-ROLL	07/25/00	2,370,947
PERFORMER	09/12/00	2,386,111
PRO GRIP	10/07/97	2,103,716
PRO-LINE & design	04/21/87	1,437,102
QUAD GRIP	03/22/94	1,827,235
ROUGHNECK	01/11/94	1,815,695
ROUGHNECK	11/24/81	1,178,879
ROUGHNECK	07/14/98	2,172,473
S.P.W.	04/21/98	2,152,097
SIDEKICK	10/10/00	2,393,374
SLIP LOCK	03/18/97	2,045,438
STAR DRIVER	10/24/00	2,398,480
SUPER WOOD GRENADE	04/10/90	1,590,577
SWIVEL HOLSTER & design	01/22/02	2,533,168
THE MUTT	01/16/90	1,577,345
THORSEN & design	03/19/02	2,550,358

TOOL (BOX) BAG	01/03/95	1,871,341
TOOL BOTTLE	03/10/98	2,142,284
TOOL KEEPER & DESIGN	09/09/97	2,094,025
TOOL LIBRARY	08/03/99	2,266,145
TOOL TIME	12/02/97	2,118,380
TURBO KNIFE	02/27/01	2,431,350
TURBO LOCK	05/02/00	2,347,636
TURBO PLIERS	06/27/00	2,362,974
TURBO TWISTER & design	12/26/00	2,415,509
TURBOCLAMP & design	02/27/01	2,431,075
TURBO KNIFE PRO & design	03/07/00	2,326,682
TURBOPRO & design	02/27/01	2,431,360
VILLAGE BLACKSMITH	09/21/93	1,793,420
VILLAGE BLACKSMITH	06/06/90	894,555
VILLAGE BLACKSMITH	11/08/55	615,702
VILLAGE BLACKSMITH	01/16/96	1,948,257
WE TAKE THE WORK OUT OF IT	02/07/95	1,878,184
WORK GEAR	07/04/95	1,903,571
WORK GEAR	01/05/99	2,216,592
WORK GEAR & design	02/15/00	2,318,274
WORK GEAR & design	03/07/00	2,326,681

PENDING TRADEMARKS AND SERVICE MARKS

<u>Trademark of Service Mark</u>	<u>Filing Date</u>	<u>Serial No.</u>
AMERICAN GARDENER	04/20/01	76/244,169
BONSAI BAR	09/21/01	76/316,060
BUY-CLIP	08/17/98	75/537,074
CHOPPER & Design	11/24/99	75/856,977
CHRONIUM & Design	11/19/99	75/853,918
EZ CONNECT	04/11/01	76/242,465
FORGED-MATICS	06/22/00	76/076,312
GORILLA	08/25/97	75/345,938
HOME GEAR	04/17/00	76/028,498
LONG REACH	01/18/00	75/897,726
MASON'S CHOICE	05/26/00	78/010,221
OT	09/25/00	76/135,805
PACK-N-ROLL & design	10/20/99	75/768,481
PACK-N-ROLL design mark	12/02/99	75/863,212
POPULAR GARDENER	01/07/98	75/414,757
POWER BOOSTER	02/07/01	76/207,887
POWER GRIP	03/02/98	75/442,592
POWERHOUSE	01/08/02	76/357,004
POWER MAX	04/12/00	76/024,194
POWER RING	06/19/01	76/273,556
PRECISION CUT	09/27/01	76/319,109
STUD CHOPPER	10/20/00	76/151,050

TURBO CHUCK	05/08/01	76/254,791
TURBO DRIVER	10/26/98	75/577,840
TURBO GRIP	05/04/98	75/478,962
TURBO SAW	10/26/98	75/577,841
TURBO TOOLS	07/21/99	75/757,088
TURBO WRENCH	10/26/98	75/577,839
TURBOBLADE & design	12/09/99	75/868,508
VIKING HEAD & design	09/21/98	75/556,510
VILLAGE BLACKSMITH	02/24/00	75/927,325
WELDER'S CHOICE	08/07/01	76/297,110
WORKSHOP SERIES	07/26/01	76/291/961
Z-POWER	08/24/00	76/116,542
Z-POWER (stylized)	10/01/01	76/301,265

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement"), dated as of June 3, 2002, is entered into by and between OLYMPIA GROUP, INC., a California corporation ("Debtor") and UNION BANK OF CALIFORNIA, N.A. ("Secured Party") in light of the following:

A. Debtor and Secured Party are, contemporaneously herewith, entering into that certain Loan and Security Agreement ("Loan Agreement") and other instruments, documents and agreements contemplated thereby or related thereto (collectively, together with the Loan Agreement, the "Loan Documents"); and

B. Debtor is the owner of certain intellectual property, identified below, in which Debtor is granting a security interest to Secured Party.

C. Pursuant to Section 6.1 of the Loan Agreement, Debtor and Secured Party are entering into this Agreement as additional security for the Obligations (as such term is defined below).

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions, representations, and warranties hereinafter set forth and for other good and valuable consideration, the parties hereto mutually agree as follows:

1. DEFINITIONS AND CONSTRUCTION.

1.1 Definitions. The following terms, as used in this Agreement, have the following meanings:

"Code" means the Uniform Commercial Code, as amended and supplemented from time to time, and any successor statute as presently in effect in California.

"Collateral" means:

(i) Each of the trademarks and rights and interest which are capable of being protected as trademarks (including trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles, and other source or business identifiers, and applications pertaining thereto), which are presently, or in the future may be, owned, created, acquired, or used (whether pursuant to a license or otherwise) by Debtor, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;

(ii) Each of the patents and patent applications which are presently, or in the future may be, owned, issued, acquired, or used (whether pursuant to a license or otherwise) by Debtor, in whole or in part, and all patent rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), foreign filing rights, and rights to extend such patents and patent rights;

(iii) Each of the copyrights and rights and interests capable of being protected as copyrights, which are presently, or in the future may be, owned, authored, acquired, or used (whether pursuant to a license or otherwise) by Debtor, in whole or in part, and all copyright rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and all tangible property embodying the copyrights (including books, records, films, computer tapes or disks, photographs, specification sheets, source codes, object codes, and other physical manifestations of the foregoing);

(iv) All of Debtor's right, title, and interest in and to the trademarks and trademark registrations listed on Schedule A, attached hereto, as the same may be updated hereafter from time to time;

(v) All of Debtor's right, title, and interest, in and to the patents and patent applications listed on Schedule B, attached hereto, as the same may be updated hereafter from time to time;

(vi) All of Debtor's right, title, and interest, in and to the copyrights and copyright registrations listed on Schedule C, attached hereto, as the same may be updated hereafter from time to time;

(vii) All of Debtor's right, title and interest to register trademark claims under any state or federal trademark law or regulation of any foreign country and to apply for, renew, and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Debtor or in the name of Secured Party for past, present, and future infringements of the trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the associated goodwill;

(viii) All of Debtor's right, title, and interest in all patentable inventions, and rights to file applications for patent under federal patent law or regulation of any foreign country, and to request reexamination and/or reissue of the patents, the right (without obligation) to sue or bring interference proceedings in the name of Debtor or in the name of Secured Party for past, present, and future infringements of the patents, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(ix) All of Debtor's rights to register copyright claims under any federal copyright law or regulation of any foreign country and to apply for registrations on original works, compilations, derivative works, collective works, and works for hire, the right (without obligation) to sue in the name of Debtor or in the name of Secured Party for past, present, and future infringements of the copyrights, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(x) All general intangibles relating to the foregoing; and

(xi) All proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

“Obligations” means all obligations, liabilities, and indebtedness of Debtor to Secured Party, whether direct, indirect, liquidated, or contingent, and whether arising under this Agreement, the Loan Agreement, any other of the Loan Documents, or otherwise, including all costs and expenses described in Section 11.8 hereof.

1.2 Construction. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the term “including” is not limiting. The words “hereof,” “herein,” “hereby,” “hereunder,” and other similar terms refer to this Agreement as a whole and not to any particular provision of this Agreement. Any initially capitalized terms used but not defined herein shall have the meaning set forth in the Loan Agreement. Any reference herein to any of the Loan Documents includes any and all alterations, amendments, extensions, modifications, renewals, or supplements thereto or thereof, as applicable. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Secured Party or Debtor, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by Debtor, Secured Party, and their respective counsel, and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of Secured Party and Debtor.

2. GRANT OF SECURITY INTEREST.

Debtor hereby grants to Secured Party a first-priority security interest in all of Debtor's right, title, and interest in and to the Collateral to secure the Obligations.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Debtor hereby represents, warrants, and covenants that:

3.1 Copyrights; Trademarks; Service Marks; Patents.

(i) A true and complete schedule setting forth all federal and state trademark and service mark registrations owned or controlled by Debtor or licensed to Debtor, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Schedule A;

(ii) A true and complete schedule setting forth all patent and patent applications owned or controlled by Debtor or licensed to Debtor, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Schedule B; and

(iii) A true and complete schedule setting forth all federal copyright registrations owned or controlled by Debtor or licensed to Debtor, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Schedule C.

3.2 Validity; Enforceability. Each of Debtor's copyrights, patents, service marks and trademarks is valid and enforceable, and Debtor is not presently aware of any past, present, or prospective claim by any third party that any of its copyrights, patents, service marks or trademarks are invalid or unenforceable, or that its use of any copyrights, patents, service marks or trademarks violates the rights of any third person, or of any basis for any such claims;

3.3 Title. Debtor is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the copyrights, copyright registrations, patents, patent applications, service marks, service mark registrations, trademarks, and trademark registrations set forth on Schedules A, B and C, free and clear of any liens, charges, and encumbrances, including pledges, assignments, licenses, shop rights, and covenants by Debtor not to sue third persons;

3.4 Notice. Debtor has used and will continue to use proper statutory notice in connection with its use of each of its copyrights, patents, service marks and trademarks;

3.5 Quality. Debtor has used and will continue to use consistent standards of high quality (which may be consistent with Debtor's past practices) in the manufacture, sale, and delivery of products and services sold or delivered under or in connection with its service marks and trademarks, including, to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to maintain the validity of its service marks and trademarks;

3.6 Perfection of Security Interest. Except for the filing of a financing statement with the Secretary of State of the State of California and filings with the United States Patent and Trademark Office and the United States Copyright Office necessary to perfect the security interests created hereunder, no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant by Debtor of the security interest hereunder or for the execution, delivery, or performance of this Agreement by Debtor or for the perfection of or the exercise by Secured Party of its rights hereunder to the Collateral in the United States.

4. AFTER-ACQUIRED COPYRIGHT, PATENT, SERVICE MARK OR TRADEMARK RIGHTS.

If Debtor shall obtain rights to any new copyrights, service marks, trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party with respect to any such new service marks, trademarks or patents, or renewal or extension of any service mark or trademark registration. Debtor shall bear any expenses incurred in connection with future patent applications or service mark or trademark registrations.

5. LITIGATION AND PROCEEDINGS.

Debtor shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits, administrative proceedings, or other action for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. Debtor shall provide to Secured Party any information with respect thereto requested by Secured Party. Secured Party shall provide at Debtor's expense all necessary cooperation in connection with any such suits, proceedings, or action, including, without limitation, joining as a necessary party. Following Debtor's becoming aware thereof, Debtor shall notify Secured Party of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office, or any United States, state, or foreign court regarding Debtor's claim of ownership in any of the patents, copyrights, service

marks or trademarks, its right to apply for the same, or its right to keep and maintain such copyright, patent, service mark or trademark rights.

6. POWER OF ATTORNEY.

Debtor grants Secured Party power of attorney, having the full authority, and in the place of Debtor and in the name of Debtor, from time to time following an Event of Default in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, as may be subject to the provisions of this Agreement: (a) to endorse Debtor's name on all applications, documents, papers, and instruments necessary for Secured Party to use or maintain the Collateral; (b) to ask, demand, collect, sue for, recover, impound, receive, and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral; (c) to file any claims or take any action or institute any proceedings that Secured Party may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce Secured Party's rights with respect to any of the Collateral and to assign, pledge, convey, or otherwise transfer title in or dispose of the Collateral to any person.

7. RIGHT TO INSPECT.

Debtor grants to Secured Party and its employees and Secured Party's the right to visit Debtor's plants and facilities which manufacture, inspect, or store products sold under any of the patents or trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

8. EVENTS OF DEFAULT.

Any of the following events shall be an Event of Default:

8.1 Loan Agreement. An Event of Default shall occur as defined in the Loan Agreement;

8.2 Misrepresentation. Any representation or warranty made herein by Debtor or in any document furnished to Secured Party by Debtor under this Agreement is incorrect in any material respect when made or when reaffirmed; and

8.3 Breach. Debtor fails to observe or perform any covenant, condition, or agreement to be observed or performed pursuant to the terms hereof which materially and adversely affects Secured Party.

9. SPECIFIC REMEDIES.

Upon the occurrence of any Event of Default, Secured Party shall have, in addition to, other rights given by law or in this Agreement, the Loan Agreement, or in any other Loan Document, all of the rights and remedies with respect to the Collateral of a secured party under the Code, including the following:

9.1 Notification. Secured Party may notify licensees to make royalty payments on license agreements directly to Secured Party;

9.2 Sale. Secured Party may sell or assign the Collateral and associated goodwill at public or private sale for such amounts, and at such time or times as Secured Party deems advisable. Any requirement of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is sent to Debtor five days prior to such disposition. Debtor shall be credited with the net proceeds of such sale only when they are actually received by Secured Party, and Debtor shall continue to be liable for any deficiency remaining after the Collateral is sold or collected. If the sale is to be a public sale, Secured Party shall also give notice of the time and place by publishing a notice one time at least five days before the date of the sale in a newspaper of general circulation in the county in which the sale is to be held. To the maximum extent permitted by applicable law, Secured Party may be the purchaser of any or all of the Collateral and associated goodwill at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all or any part of the Obligations as a credit on account of the purchase price of any collateral payable by Secured Party at such sale.

10. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER.

IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE, WITHOUT REGARD TO THE PRINCIPLES THEREOF REGARDING CONFLICTS OF LAWS, AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA. DEBTOR HEREBY CONSENTS AND AGREES THAT THE STATE OR FEDERAL COURTS LOCATED IN LOS ANGELES COUNTY, CALIFORNIA SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN DEBTOR AND SECURED PARTY PERTAINING TO THIS AGREEMENT OR TO ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT; PROVIDED, THAT SECURED PARTY AND DEBTOR ACKNOWLEDGE THAT ANY APPEALS FROM THOSE COURTS MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE OF LOS ANGELES COUNTY, CALIFORNIA; AND FURTHER PROVIDED, THAT NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE SECURED PARTY FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO COLLECT THE OBLIGATIONS, TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF SECURED PARTY. DEBTOR EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURT, AND DEBTOR HEREBY WAIVES ANY OBJECTION WHICH IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS AND HEREBY CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT. DEBTOR HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS, COMPLAINT AND OTHER PROCESS ISSUED IN ANY SUCH ACTION OR SUIT AND AGREES THAT SERVICE OF SUCH SUMMONS, COMPLAINTS AND OTHER PROCESS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO DEBTOR AT THE ADDRESS SET FORTH IN SECTION 11.7 OF THE LOAN AGREEMENT AND THAT SERVICE SO MADE SHALL BE

DEEMED COMPLETED UPON THE EARLIER OF DEBTOR'S ACTUAL RECEIPT THEREOF OR THREE DAYS AFTER DEPOSIT IN THE U.S. MAILS, PROPER POSTAGE PREPAID.

AS SET FORTH IN THE ALTERNATIVE DISPUTE RESOLUTION AGREEMENT, DEBTOR WAIVES ITS RIGHT TO A TRIAL BY JURY AND AGREES TO HAVE ANY DISPUTE BETWEEN IT AND SECURED PARTY RESOLVED PURSUANT TO THE TERMS OF THE ALTERNATIVE DISPUTE RESOLUTION AGREEMENT.

11. GENERAL PROVISIONS.

11.1 Effectiveness. This Agreement shall be binding and deemed effective when executed by Debtor and Secured Party.

11.2 Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties; provided, however, that Debtor may not assign this Agreement or any rights or duties hereunder without Secured Party's prior written consent and any prohibited assignment shall be absolutely void. Secured Party may assign this Agreement and its rights and duties hereunder and no consent or approval by Debtor is required in connection with any such assignment.

11.3 Section Headings. Headings and numbers have been set forth herein for convenience only. Unless the contrary is compelled by the context, everything contained in each section applies equally to this entire Agreement.

11.4 Interpretation. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Secured Party or Debtor, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

11.5 Severability of Provisions. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

11.6 Amendments in Writing. This Agreement can only be amended by a writing signed by both Secured Party and Debtor.

11.7 Counterparts; Telefacsimile Execution. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver a manually executed counterpart of this Agreement but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

11.8 Fees and Expenses. Debtor shall pay to Secured Party on demand all costs and expenses that Secured Party pays or incurs in connection with the negotiation, preparation,

consummation, administration, enforcement, and termination of this Agreement, including: (a) reasonable attorneys' and paralegals' fees and disbursements of counsel to Secured Party; (b) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) for any amendment, supplement, waiver, consent, or subsequent closing in connection with this Agreement and the transactions contemplated hereby; (c) costs and expenses of lien and title searches; (d) taxes, fees, and other charges for filing this Agreement at the United States Patent and Trademark Office, or for filing financing statements, and continuations, and other actions to perfect, protect, and continue the security interest created hereunder; (e) sums paid or incurred to pay any amount or take any action required of Debtor under this Agreement that Debtor fails to pay or take; (f) costs and expenses of preserving and protecting the Collateral; and (g) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) paid or incurred to enforce the security interest created hereunder, sell or otherwise realize upon the Collateral, and otherwise enforce the provisions of this Agreement, or to defend any claims made or threatened against Secured Party arising out of the transactions contemplated hereby (including preparations for the consultations concerning any such matters). The foregoing shall not be construed to limit any other provisions of this Agreement or the Loan Documents regarding costs and expenses to be paid by Debtor. The parties agree that reasonable attorneys' and paralegals' fees and costs incurred in enforcing any judgment are recoverable as a separate item in addition to fees and costs incurred in obtaining the judgment and that the recovery of such attorneys' and paralegals' fees and costs is intended to survive any judgment, and is not to be deemed merged into any judgment.

11.9 Notices. Except as otherwise provided herein, all notices, demands, and requests that either party is required or elects to give to the other shall be in writing and shall be governed by the provisions of Section 11.7 of the Loan Agreement.

11.10 Termination By Lender. After termination of the Loan Agreement and when the Secured Party has received payment and performance, in full, of all Obligations, Secured Party shall execute and deliver to Debtor a termination of all of the security interests granted by Debtor hereunder.

11.11 Integration. This Agreement, together with the other Loan Documents, reflect the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.

* * * * *

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

UNION BANK OF CALIFORNIA, N.A.

By: Albert R. Joseph
Name: Albert R. Joseph
Title: Vice President

OLYMPIA GROUP, INC.,
a California corporation

By: R.R. Iodice
Name: R.R. Iodice
Title: VP Finance & CFO

SCHEDULE "B"

PATENTS AND PATENT APPLICATIONS

<u>Patent Description/Title</u>	<u>Issue Date</u>	<u>Patent/App No.</u>	<u>Name of Inventor</u>
WRENCH	09/11/02	05/24/00	
PLIERS-SLIP JOINT	12/28/99	D418,031	
AJUSTABLE PLIERS-GROOVE JOINT	12/28/99	D418,030	
TAPE MEASURE	10/31/00	D432,931	
MEASURE FOR MEASURING TAPE	05/01/01	D441,308	
FRACTIONAL INDICIA	05/15/01	D442,099	
ADJUSTABLE SAFETY UTILITY KNIFE	02/27/01	D438,084	
SAE METRIC TAPE MEASURE	3/27/01	D439,531	
HAND TOOL HANDLE	10/24/00	D432,381	
PORTABLE WORK STOOL	4/23/02	6,375,258	
KOALA	10/11/01	09/975,687	
QUICK CONNECT	9/6/01	29/147,832	
TOOL W/ID CHIP	DOCKETED ONLY		
C-CLAMP	8/8/00	6,098,973	
TAPE MEASURE	2/22/00	D540,926	
TOOL DISPLAY DEVICE	9/8/98	5,803,253	
EZ READ TAPE MEASURE	9/1/98	D397,626	
HAND TRUCK STAIR TREAD	8/1/00	6,095,531	
LOPPER W/BY-PASSING BLADES	2/24/87	4,644,652	
SAW BLADE	2/8/00	D420,262	
ARTICLE STORAGE TRAY	5/9/00	6,059,109	
POLE MOUNTED PRUNING TOOL	8/2/88	4,760,645	
ARTICLE TRANSPORT	7/11/00	6,085,902	
CUT-R-MATIC	4/24/01	D440,834	
HOE-MATIC	5/1/01	D441,262	
PICK-MATIC	4/24/01	D440,835	
PLANTER	4/17/01	D440,473	
TOOL HOLSTER	4/23/02	D455,900	
SAFETY LATCH FOR A HAND TOOL	6/1/01	09/872,555	
CHISEL-MATIC	8/7/01	D446,096	
TRENCHER	4/24/01	D440,836	
ROOFING MUTT	10/20/00	09/693,457	
IMPROVED ADJUSTABLE PLIERS	5/23/00	6,065,376	
UTILITY BAR	9/28/99	5,957,429	
IMPROVED UTILITY BAR	7/10/01	6,257,553	
MULTI-DIRECTIONAL SPACE SAVER	12/28/99	6,006,929	
MULTI-DIRECTIONAL SPACE SAVER	10/22/98	09/177,004	
TAPE MEASURE W/BRAKING CONTROL	8/21/01	6,276,071	
ADJUSTABLE SAFETY UTILITY KNIFE	8/14/99	09/374,522	
ADJ. SAFETY KNIFE W/FRONT LOADING	3/19/02	6,357,120	
ADJUSTABLE SAFETY UTILITY KNIFE	12/18/01	6,330,749	
POUCH FOR A TOOL BUCKET	3/15/94	D345,237	
TOOL TRAY ORGANIZER	6/6/95	D358,933	
LID FOR A SEAT BUCKET	3/3/98	D391,717	

SCHEDULE "C"

REGISTERED COPYRIGHTS

<u>Copyright</u>	<u>Registration Date</u>	<u>Registration No.</u>
Olympia-Tools product directory	02/08/02	VA1108968
Striking Tools	05/28/96	TX4309027
Bonanza Program	05/28/96	TX4309026
LongNecks	05/28/96	TX4309025
Pliers Wrenches: catalog	05/28/96	TX4294804
Clip Strip Program	05/28/96	TX4294802
Screwdrivers, ratchet/bits, measuring tools	05/28/96	TX4294664
Wrenches	02/02/96	TX4196537
Village Blacksmith Lawn and Garden	02/02/96	TX4196536
Village Blacksmith, Landscape	02/02/96	TX4196535
Garden All!	02/02/96	TX4196534
Village Blacksmith, professional	02/02/96	TX4196533
Hand Trucks wheel barrows dollies	02/02/96	TX4178968
SG Tool Set program	02/02/96	TX4178967
Hammers Chisels bars.	02/02/96	TX4178965
Vises/clamps	02/02/96	TX41778964
Point of Purchase	02/02/96	TX4178966