

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Gonzo Corporation		06/11/2003	CORPORATION: MASSACHUSETTS
The ABJ Business Trust		06/11/2003	Business Trust: MASSACHUSETTS
Gonzo Industries, Inc.		06/11/2003	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number
Registration Number:	2673187
Registration Number:	2592603
Registration Number:	2085878
Registration Number:	2394933
Registration Number:	2174898
Registration Number:	2011767
Registration Number:	2007193
Registration Number:	1912568
Registration Number:	1836198
Registration Number:	1194582

OP \$315.00 2673187

Registration Number:	1427074
Registration Number:	1325245

CORRESPONDENCE DATA

Fax Number: (312)863-7865
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-201-3865
Email: Sharon.Patterson@goldbergkohn.com
Correspondent Name: Sharon Patterson
Address Line 1: 55 E. Monroe St., Ste. 3700
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	5107.011
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NAME OF SUBMITTER:	Sharon Patterson
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Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 11, 2003, by THE GONZO CORPORATION, a Massachusetts corporation ("Gonzo"), THE ABJ BUSINESS TRUST, a Massachusetts business trust ("Gonzo Trust"), and GONZO INDUSTRIES, INC., a Massachusetts corporation ("Gonzo Holdings") (Gonzo, Gonzo Trust and Gonzo Holdings are referred to herein individually as "Grantor" and collectively as "Grantors"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of August 16, 2002 by and among Grantors, the other Persons named therein as Borrowers, the other Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, including without limitation pursuant to that certain Consent and Amendment No. 3 to Credit Agreement of even date herewith, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Borrowers;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Joinder to Security Agreement dated as of the date herewith, pursuant to which, among other things, Grantors shall have become "Grantors" under, and as such term is defined in, that certain Security Agreement dated as of August 16, 2002 executed by the Credit Parties in favor of Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for themselves and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing (until the Termination Date) first priority security interest in all of such Grantor's

right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any damages or other payments received by such Grantor from third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

THE GONZO CORPORATION

By: WT Willhite
Name: William L. Willhite
Title: VP & Treasurer

THE ABJ BUSINESS TRUST

By: WT Willhite
Name: William L. Willhite
Title: VP-Finance

GONZO INDUSTRIES, INC.

By: WT Willhite
Name: William L. Willhite
Title: VP-Finance

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: _____
Name: _____
Its Authorized Representative

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

THE GONZO CORPORATION

By: _____
Name: _____
Title: _____

THE ABJ BUSINESS TRUST

By: _____
Name: _____
Title: _____

GONZO INDUSTRIES, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: Maura Fitzgerald
Name: Maura Fitzgerald
Its Authorized Representative

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

U.S. MARKS

<u>MARK</u>	<u>Reg'n No.</u>	<u>Reg'n Date</u>	<u>App'n No.</u>	<u>App'n Date</u>	<u>International Classes</u>
LITTLE SARAH	2,673,187	Jan. 7, 2003	76/314,702	Sept. 19, 2001	1 and 3
GONZO WINE OUT	2,592,603	July 9, 2002	76/074,532	June 21, 2000	3
GONZO TAKE-ME-ALONG (stylized)	2,085,878	August 5, 1997	75/153,801	August 21, 1996	3
GONZO ODOR ELIMINATOR	2,394,933	Oct. 17, 2000	75/636,004	Feb. 8, 1999	1
GONZO DASH WIPE	2,174,898	July 21, 1998	75/305,590	June 9, 1997	21
THE GONZO WONDER SPONGE (and design)	2,011,767	Oct. 29, 1996	74/726,771	Sept. 8, 1995	21
THE GONZO SCREEN CLEANER	2,007,193	Oct. 8, 1996	74/655,736	April 4, 1995	21
THE GONZO PET HAIR LIFTER	1,912,568	August 15, 1995	74/482,882	Jan. 25, 1994	21
TONERASER	1,836,198	May 10,	74/228,202	Dec. 9, 1991	21

		1994			
SMOKE-OFF	1,194,582	May 4, 1982	73/233,403	Oct. 1, 1979	21
GONZO	1,427,074	Feb. 3, 1987	73/607,953	July 7, 1986	1
GONZO (and design)	1,325,245	March 19, 1985	73/477,824	April 30, 1984	1

CANADIAN MARKS

<u>MARK</u>	<u>Reg'n No.</u>	<u>Reg'n Date</u>	<u>App'n No.</u>	<u>App'n Date</u>
GONZO	TMA402126	Sept. 4, 1992	0565689	July 7, 1986
GONZO (and design)	TMA449128	Oct. 20, 1995	0757030	June 13, 1994
SMOKE-OFF (and design)	TMA419880	Nov. 19, 1993	0710089	July 30, 1992
THE GONZO PET HAIR LIFTER	TMA447080	Sept. 1, 1995	0757031	June 13, 1994
TONERASER	TMA442273	April 28, 1995	0722737	Feb. 16, 1993

U.K. MARKS

<u>MARK</u>	<u>Reg'n No.</u>	<u>Reg'n Date</u>	<u>App'n No.</u>	<u>App'n Date</u>
GONZO			2318070	Dec. 9, 2002

COMMON LAW TRADEMARKS

WONDER SPONGE
RESIST A STAIN (and design)
STAT OUT