

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------------------|----------|----------------|----------------------------|
| American Tack & Hardware Co., Inc. | | 03/05/2004 | CORPORATION: NEW YORK |
| AmerTac Holdings, Inc. | | 03/05/2004 | CORPORATION: DELAWARE |
| New England Pottery Co., Inc. | | 03/05/2004 | CORPORATION: MASSACHUSETTS |

RECEIVING PARTY DATA

| | |
|-------------------|---|
| Name: | PNC Bank, National Association |
| Street Address: | 70 East 55th Street, 14th Floor |
| Internal Address: | Ryan Peak |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10022 |
| Entity Type: | National banking association: UNITED STATES |

PROPERTY NUMBERS Total: 33

| Property Type | Number | Word Mark |
|----------------------|---------|--------------------|
| Registration Number: | 2386099 | A TOUCH OF GLASS |
| Registration Number: | 2073684 | COCOPLANTERS |
| Registration Number: | 2742519 | COUNTRY BLACKSMITH |
| Registration Number: | 0804138 | DECOROOM |
| Registration Number: | 0861872 | DECO ROOM |
| Registration Number: | 2346498 | DECO STYLE |
| Registration Number: | 2515793 | DIMENSIONAL STYLE |
| Registration Number: | 2092196 | FOREVER-GLO |
| Registration Number: | 2215958 | FOREVER-GLO |
| Registration Number: | 2117945 | HOLD ALL |
| Registration Number: | 1893920 | HOLD ALL |

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|----------------------|----------|---------------------------------|
| Registration Number: | 1244144 | HOLD-ALL |
| Registration Number: | 2299092 | MEMOPLATE |
| Registration Number: | 2309834 | MONTAGE |
| Registration Number: | 2309835 | NEXT GENERATION |
| Registration Number: | 1610463 | PAPER IT! |
| Registration Number: | 1902534 | STYLE |
| Registration Number: | 2309833 | THE ORGANIZERS |
| Registration Number: | 2779987 | WESTEK IN TOUCH WITH TECHNOLOGY |
| Registration Number: | 2753754 | WESTEK POWER LINK |
| Registration Number: | 2176504 | AMERICA'S PLANTER RESOURCE |
| Registration Number: | 2188074 | ELEGANCE IN LIGHTING BY GKI |
| Registration Number: | 1927430 | GKI |
| Registration Number: | 2699548 | GKI/BETHLEHEM LIGHTING |
| Registration Number: | 2180299 | NEP LINK |
| Registration Number: | 1490060 | PERM-O-SNAP |
| Registration Number: | 1977452 | TWIST PROOF LAMPS |
| Registration Number: | 2772735 | WALKWAY TREES |
| Serial Number: | 76519557 | AMERELLE |
| Serial Number: | 76437451 | LOCKER LITES |
| Serial Number: | 76147513 | WESTEK LIGHTING |
| Serial Number: | 76405634 | NEW ENGLAND POTTERY |
| Serial Number: | 76405476 | NEW ENGLAND POTTERY |

CORRESPONDENCE DATA

Fax Number: (617)523-1231
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617.570.1290
Email: mrovner@goodwinprocter.com
Correspondent Name: Miriam J. Rovner, Senior Paralegal
Address Line 1: Exchange Place, 53 State Street
Address Line 2: Goodwin Procter LLP
Address Line 4: Boston, MASSACHUSETTS 02109-2881

ATTORNEY DOCKET NUMBER: 101140-144233-289

NAME OF SUBMITTER: Miriam J. Rovner, Senior Paralegal

Total Attachments: 9

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NOTICE OF SECURITY INTEREST IN TRADEMARKS

This **NOTICE OF SECURITY INTEREST IN TRADEMARKS** (this "Agreement") dated as of March 5, 2004, is among American Tack & Hardware Co., Inc., a New York corporation ("**BORROWER**"), AmerTac Holdings, Inc., a Delaware corporation ("**PARENT**"), New England Pottery Co., Inc., a Massachusetts corporation ("**NEP**" and, together with Parent, the "**GUARANTORS**" and each, individually, a "**GUARANTOR**"), and PNC Bank, National Association, for itself and as agent for the Lenders (as defined in that certain Revolving Credit Loan and Security Agreement dated March 5, 2004 (the "Credit Agreement")) (collectively, PNC Bank, National Association and the Lenders, the "**LENDERS**") pursuant to (i) the Credit Agreement, by and among **BORROWER, LENDERS** and Guarantors (as defined in the Credit Agreement) and (ii) a certain Intellectual Property Security Agreement in favor of the **LENDERS** dated March 5, 2004 (the "Security Agreement"), by and among **BORROWER, GUARANTORS** and **LENDERS**.

WHEREAS, BORROWER and **GUARANTORS** (collectively referred to herein as the "**GRANTORS**") are the owners of certain trademarks, including all federal applications and/or registrations therefor, together with (i) any renewals thereof; (ii) all income, royalties, damages and payments hereafter due and/or payable with respect thereto; (iii) the right to sue for past, present, and future infringements thereof; (iv) all rights corresponding thereto throughout the world; (v) the Trademark License Rights (as defined in the Security Agreement); (vi) trade dress; and (vii) the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit A hereto (the "Marks"); and

WHEREAS, LENDERS have agreed to extend certain credit facilities to **BORROWER** pursuant to the Credit Agreement on condition that the **GRANTORS** pledge and grant to

LENDERS a security interest and lien to the Intellectual Property Collateral (as more fully described in the Security Agreement) in and to the Marks and all proceeds thereof and all other related claims and rights (as more fully described in the Security Agreement);

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, as security for the due and timely payment and performance of the Intellectual Property Collateral (as more fully described in the Security Agreement), **GRANTORS** and **LENDERS** agree as follows:

1) Grant of Security Interest. **GRANTORS** hereby pledge and grant to **LENDERS** a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

2) Purpose. **GRANTORS** have entered into this Agreement for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the **LENDERS** in connection with the Credit Agreement and the Security Agreement and is expressly subject to the terms and conditions thereof.

3) Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including the preamble and recitals hereto, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigneds have executed this Agreement as of the date first above written.

AGREED:

AMERICAN TACK & HARDWARE CO., INC.

By: Donald A. DeSantis

Name: Donald A. DeSantis
Title: Chief Financial Officer

STATE OF NEW YORK)
)
COUNTY OF)

On this ____ day of _____, 2004, before me, the undersigned notary public, personally appeared _____ the _____ of American Tack & Hardware Co., Inc., proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose.

(official signature and seal of notary)

My commission expires: _____

AMERTAC HOLDINGS, INC.

By: Donald A. DeSantis

Name:
Title: Donald A. DeSantis
Treasurer

STATE OF NEW YORK)
)
COUNTY OF)

On this ___ day of _____, 2004, before me, the undersigned notary public, personally appeared _____ the _____ of AmerTac Holdings, Inc., proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose.

(official signature and seal of notary)

My commission expires: _____

NEW ENGLAND POTTERY CO., INC.

By: Donald A. DeSantis

Name
Title: Donald A. DeSantis
Treasurer

STATE OF NEW YORK)
)
COUNTY OF)

On this ___ day of _____, 2004, before me, the undersigned notary public, personally appeared _____ the _____ of New England Pottery Co., Inc., proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose.

(official signature and seal of notary)

My commission expires: _____

EXHIBIT A

To Notice of Security Interest In Trademarks

| Trademark | Registration No. | Registration Date | Owner |
|---------------------------------|-------------------------|--------------------------|------------------------------------|
| A TOUCH OF GLASS | 2,386,099 | 09/12/2000 | American Tack & Hardware Co., Inc. |
| COCOPLANTERS | 2,073,684 | 06/24/1997 | American Tack & Hardware Co., Inc. |
| COUNTRY BLACKSMITH (and Design) | 2,742,519 | 07/29/2003 | American Tack & Hardware Co., Inc. |
| DECOROOM | 804,138 | 02/22/1966 | American Tack & Hardware Co., Inc. |
| DECO ROOM (Stylized) | 861,872 | 12/17/1968 | American Tack & Hardware Co., Inc. |
| DECO STYLE | 2,346,498 | 05/02/2000 | American Tack & Hardware Co., Inc. |
| DIMENSIONAL STYLE | 2,515,793 | 12/04/2001 | American Tack & Hardware Co., Inc. |
| FOREVER_GLO | 2,092,196 | 08/26/1997 | American Tack & Hardware Co., Inc. |
| FOREVER-GLO (Stylized) | 2,215,958 | 01/05/1999 | American Tack & Hardware Co., Inc. |
| HOLD ALL | 2,117,945 | 12/02/1997 | American Tack & Hardware Co., Inc. |
| HOLD ALL (and Design) | 1,893,920 | 05/16/1995 | American Tack & Hardware Co., Inc. |
| HOLD-ALL | 1,244,144 | 07/05/1983 | American Tack & Hardware Co., Inc. |
| MEMOPLATE | 2,299,092 | 12/07/1999 | American Tack & Hardware Co., Inc. |
| MONTAGE | 2,309,834 | 01/18/2000 | American Tack & Hardware Co., Inc. |
| NEXT GENERATION | 2,309,835 | 01/18/2000 | American Tack & Hardware Co., Inc. |
| PAPER IT! | 1,610,463 | 08/21/1990 | American Tack & Hardware Co., Inc. |
| STYLE (Stylized) | 1,902,534 | 07/04/1995 | American Tack & Hardware Co., Inc. |
| THE ORGANIZERS | 2,309,833 | 01/18/2000 | American Tack & Hardware Co., Inc. |
| WESTEK IN TOUCH WITH TECHNOLOGY | 2,779,987 | 11/04/2003 | American Tack & Hardware Co., Inc. |
| WESTEK POWER LINK | 2,753,754 | 08/19/2003 | American Tack & Hardware Co., Inc. |

| Trademark | Registration No. | Registration Date | Owner |
|-----------------------------|-------------------------|--------------------------|-------------------------------|
| AMERICA'S PLANTER RESOURCE | 2,176,504 | 7/28/98 | New England Pottery, Inc. |
| ELEGANCE IN LIGHTING BY GKI | 2,188,074 | 9/8/98 | New England Pottery Co., Inc. |
| GKI | 1,927,430 | 10/17/95 | New England Pottery Co., Inc. |
| GKI/BETHLEHEM LIGHTING | 2,699,548 | 3/25/2003 | New England Pottery Co., Inc. |
| NEP LINK | 2,180,299 | 8/11/98 | New England Pottery, Inc. |
| PERM-O-SNAP | 1,490,060 | 5/31/88 | New England Pottery Co., Inc. |
| TWIST PROOF LAMPS | 1,977,452 | 5/28/96 | New England Pottery Co., Inc. |
| WALKWAY TREES | 2,772,735 | 10/7/03 | New England Pottery Co., Inc. |

U.S. TRADEMARK APPLICATIONS

| Trademark | Serial No. | Filing Date | Owner |
|-------------------------------------|-------------------|--------------------|------------------------------------|
| AMERELLE | 76/519557 | 06/04/2003 | American Tack & Hardware Co., Inc. |
| LOCKER LITES | 76/437451 | 08/05/2002 | American Tack & Hardware Co., Inc. |
| WESTEK LIGHTING | 76/147513 | 10/16/2000 | American Tack & Hardware Co., Inc. |
| NEW ENGLAND POTTERY (and Design) | 76/405634 | 5/10/02 | New England Pottery Co., Inc. |
| NEW ENGLAND POTTERY | 76/405476 | 5/10/02 | New England Pottery Co., Inc. |

CANADIAN TRADEMARK APPLICATIONS

| Trademark | Serial No. | Filing Date | Owner |
|---------------------------------|-------------------|--------------------|------------------------------------|
| AMERELLE | CA119844900 | 12/04/2003 | American Tack & Hardware Co., Inc. |
| COUNTRY BLACKSMITH (and Design) | CA105914000 | 05/16/2000 | American Tack & Hardware Co., Inc. |
| LOCKER LITES | CA116531000 | 01/20/2003 | American Tack & Hardware Co., Inc. |
| WESTEK IN TOUCH WITH TECHNOLOGY | CA110041700 | 04/17/2001 | American Tack & Hardware Co., Inc. |