

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
Ames True Temper, Inc.		04/07/2006	CORPORATION: DELAWARE
UnionTools, Inc.		04/07/2006	CORPORATION: DELAWARE
Acorn Products, Inc.		04/07/2006	CORPORATION: DELAWARE
ATT Holding Co.		04/07/2006	CORPORATION: DELAWARE
Ames True Temper Properties, Inc.		04/07/2006	CORPORATION: MICHIGAN

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	335 Madison Avenue, 6th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Bank - National Association:

PROPERTY NUMBERS Total: 123

Property Type	Number	Word Mark
Registration Number:	2408455	RAKE GATHER & GO
Registration Number:	2997658	VIPER
Registration Number:	3030671	PUSHBARROW
Registration Number:	2981184	BULLDOG
Registration Number:	3024782	BULLDOG
Registration Number:	3030680	LANDSCAPER TOUGH
Registration Number:	3018768	CONSUMER PREFERRED
Registration Number:	3042854	POLYLAM 4
Registration Number:	3030705	PRUNING SOLUTIONS
Serial Number:	78460239	CONTRACTOR GRADE
Registration Number:	3053789	TUF SERIES

CH \$3090.00 2408455

Registration Number:	3020419	PLANTER'S WAGON
Serial Number:	78482236	GARDEN SELECTIONS
Registration Number:	3042981	SUPERLIGHT
Serial Number:	78501527	PUSHOVER
Serial Number:	78505274	CONTRACTOR'S CHOICE
Serial Number:	78509255	EZ MATCH
Registration Number:	3035455	COPPERHEAD
Serial Number:	78528059	CLASSIC PLUS
Serial Number:	78541099	DIG-EZY
Serial Number:	78593216	LIL' TRUE TEMPER
Serial Number:	78593420	LIL' BUDDY
Serial Number:	78602677	GARDEN CHEST
Serial Number:	78657739	THE CHARIOT
Serial Number:	78667594	
Serial Number:	78688267	JACKSON
Serial Number:	78693652	PENGUIN
Serial Number:	78707157	FLEX N FLOW
Serial Number:	78707167	PRO FLOW
Serial Number:	78711974	SITE SAFE
Serial Number:	78729959	GARDEN SELECTIONS
Serial Number:	78730381	JACKSON FLAT FREE
Serial Number:	78747206	HANDI TOTE
Serial Number:	78778134	NATURECRAFT
Serial Number:	78778249	MID-SIZE TOOLS
Serial Number:	78793511	VERSAGRIP
Serial Number:	78803281	J-100 SERIES
Serial Number:	78803258	J-150 SERIES
Serial Number:	78803265	J-250 SERIES
Serial Number:	78803304	J-350 SERIES
Serial Number:	78804357	JACKSON
Serial Number:	78805145	PLANTER'S BUDDY
Serial Number:	78807960	POWERPRO VERSAPLANTER
Serial Number:	78810038	EXTEND-A-HOSE
Serial Number:	78810044	J-450 SERIES
Serial Number:	78813897	EZ SWIVEL

Serial Number:	78818877	T-100 SERIES
Serial Number:	78818890	T-150 SERIES
Serial Number:	78818937	T-250 SERIES
Serial Number:	78818934	T-350 SERIES
Serial Number:	78818931	T-450 SERIES
Serial Number:	78818968	JACKSON
Serial Number:	78821678	PRO-FLOW PLUS
Serial Number:	78822443	EZ HAULER
Serial Number:	78822440	PLANTER'S WAGON PLUS
Serial Number:	78829742	THE SCOUT
Serial Number:	78830687	PATHFINDER 4
Registration Number:	1443686	AMERICA'S BEST
Registration Number:	341333	ATLAS
Registration Number:	863443	ATLAS
Registration Number:	2598297	BAD TO THE BONE
Registration Number:	2126288	BEST BETTER GOOD
Registration Number:	2285811	BEST BETTER GOOD
Registration Number:	2362826	BEST BETTER GOOD
Registration Number:	2459983	BEST BETTER GOOD
Registration Number:	1999716	BEST BETTER GOOD
Registration Number:	2001310	BEST BETTER GOOD
Registration Number:	2274731	BEST BETTER GOOD
Registration Number:	2002882	BEST BETTER GOOD
Registration Number:	1527838	BIG UGLY
Registration Number:	2293250	COILMASTER
Registration Number:	2545206	DURA-LOCK
Registration Number:	1601927	DURA-TORQUE
Registration Number:	1548902	EASY EDGER
Registration Number:	1887763	EZ-FLEX
Registration Number:	1041659	FARM KING
Registration Number:	1042144	FLEX-BEAM
Registration Number:	2756440	GARDEN CRAFT
Registration Number:	2190803	GETS YOU OUT OF BIG TROUBLE!
Registration Number:	2423599	GOOD
Registration Number:	2327014	GOOD BETTER BEST

Registration Number:	2310004	GRIP 'N SNIP
Registration Number:	1713087	I-BEAM
Registration Number:	2102295	LADY GARDENER
Registration Number:	2669577	LANDSCAPE GARDENER
Registration Number:	2831902	LANDSCAPE GARDENER PERFECT FIT GARDENING TOOLS
Registration Number:	2041163	L'I'L PAL
Registration Number:	2041438	LITTLE HOG
Serial Number:	78275428	MASTERBUILT
Registration Number:	2006551	MINIFORCE
Registration Number:	1921245	PERFECT CUT
Registration Number:	2362497	PERFECT FIT
Registration Number:	2755447	POWER ASSIST
Registration Number:	1780782	POWERFLEX
Registration Number:	3012013	PRO SCAPE BY UNIONTOOLS
Registration Number:	2078068	PROFESSIONAL TOOLS WITH AN ATTITUDE
Registration Number:	2428735	RACK 'N ROLL
Registration Number:	1909748	RAZOR-BACK
Registration Number:	1356277	RAZOR-BACK
Registration Number:	1968748	RAZOR-BACK
Registration Number:	2210122	RAZOR-BACK
Registration Number:	2460075	RAZOR-BACK HOG
Registration Number:	2893879	RB BRAND
Registration Number:	2489722	
Registration Number:	2191502	SNO CHASER
Registration Number:	1873110	SNOFORCE
Registration Number:	2227909	SNOW HOG
Registration Number:	2624897	STIRUP
Registration Number:	2975855	STOW N GO
Registration Number:	2411180	THE ONLY SHOVEL WITH A BACKBONE
Registration Number:	1926296	THE RAKE THAT SWEEPS
Registration Number:	981010	TRAIL BLAZER
Registration Number:	2278849	TUFFTOOLS
Registration Number:	2945508	
Registration Number:	2248773	UNION

Registration Number:	1229332	UNION
Registration Number:	1228191	UNION
Registration Number:	1272372	UNION
Registration Number:	2034581	UNION PRO
Registration Number:	1617346	UNIONTOOLS
Registration Number:	1619472	UNIONTOOLS
Registration Number:	2023089	YARD 'N GARDEN
Registration Number:	2283503	YOUR QUALITY CHOICE

CORRESPONDENCE DATA

Fax Number: (704)373-8839
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 704-373-8065
Email: rlucas@mcguirewoods.com
Correspondent Name: Gina M. Lucas
Address Line 1: 100 N. Tryon St., Suite 2900
Address Line 2: McGuireWoods LLP
Address Line 4: Charlotte, NORTH CAROLINA 28202

NAME OF SUBMITTER:	Gina M. Lucas
Signature:	gina/m/lucas
Date:	05/05/2006

Total Attachments: 24

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AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this "*IP Security Agreement*") dated April 7, 2006, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of Bank of America, N.A. ("*Bank of America*"), as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Ames True Temper, Inc., a Delaware corporation ("*Borrower Agent*") and certain of its subsidiaries (collectively, the "*Borrowers*") have entered into an Amended and Restated Credit Agreement dated as of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with ATT Holding Co., a Delaware corporation, as Guarantor, Bank of America, N.A, as Administrative Agent, Swing Line Lender and L/C Issuer, the other Agents party thereto and the Lenders from time to time party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lenders and the issuance of Letters of Credit by the L/C Issuer under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Amended and Restated Security Agreement dated as of even date herewith, made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted and/or continued to grant, as applicable, to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

- (i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “**Trademark**”);

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “**Copyrights**”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement maybe executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor

does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the term and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

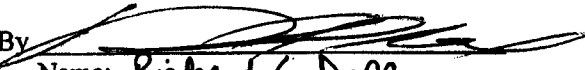
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IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

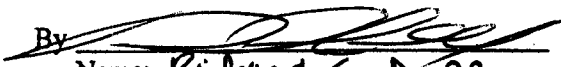
AMES TRUE TEMPER, INC.

By 
Name: Richard C. Dell
Title: CEO


UNIONTOOLS, INC.

By 
Name: Richard C. Dell
Title: CEO


ACORN PRODUCTS, INC.

By 
Name: Richard C. Dell
Title: CEO

ATT HOLDING CO.

By 
Name: Richard C. Dell
Title: CEO

AMES TRUE TEMPER PROPERTIES, INC.

By 
Name: Richard C. Dell
Title: CEO

Address for Notices:
465 Railroad Av.
Camp Hill, PA 17011

Ames IP Security Agreement
Signature Page

TRADEMARK
REEL: 003303 FRAME: 0807

Schedule A

INTELLECTUAL PROPERTY SCHEDULE

PATENTS

Planter and method of manufacturing same	6,360,484	03/26/2002	US
Watering can	D401,668	11/24/1998	US
Plastic grain scoop	4,655,494	04/07/1987	US
Utility cart with tool handle holding device	5,615,903	01/04/1997	US
Portable Hose Cart Assembly	5,794,649	8/18/1998	US
Hose Storage Device	5,934,314	08/10/1999	US
Portable stackable wagon assembly	5,876,049	03/02/1999	US
Portable stackable wagon assembly	6,079,720	06/27/2000	US
Portable stackable wagon	6,193,247	02/27/2001	US
Auto racking hose reel center assembly	6,338,360	01/15/2002	US
Elongated tool handle	D388,669	01/06/1998	US
Round point shovel with toothed blade	D397,279	08/25/1998	US

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Description	Patent No.	Issue Date	Country
Flat end spade with toothed blade	D388,668	01/06/1998	US
Poly leaf rake	D393,786	04/28/1998	US
Portable hose reel frame	D323,228	01/14/1992	US
Hose reel	D317,113	05/28/1991	US
Wall support for a hose reel	D341,768	11/30/1993	US
Wall supported hose reel	D341,770	11/30/1993	US
Lawn cart	D355,515	02/14/1995	US
Child's snow tool	D381,375	07/22/1997	US
Cassette hose reel	D374,166	10/01/1996	US
36" snow pusher	D375,882	11/26/1996	US
Folding handle for a sleigh shovel	D376,965	12/31/1996	US
Aluminum hand trowel	D375,881	11/26/1996	US
Aluminum hand transplanter	D375,027	10/29/1996	US
Aluminum hand cultivator	D375,236	11/05/1996	US
Sleigh shovel with wheels	D375,235	11/05/1996	US
Snow shovel	D381,875	08/05/1997	US
Portable hose cart assembly	RE.37,442	11/13/2001	US
Hose reel-design for basket	D390,093	02/03/1998	US
Portable hose cart frame assembly	D390,315	02/03/1998	US
Hose reel support-caddie side frame	D390,095	02/03/1998	US
Rake-Mongoose handle	D391,132	02/24/1998	US
Pruner (courtyard series)	D393,189	04/07/1998	US
Pruner (nursery series)	D396,615	08/04/1998	US
Garden wagon	D391,732	03/03/1998	US
Dual mode spreader	D413,904	09/14/1999	US
Drop spreader	D413,903	09/14/1999	US
Broadcast spreader	D414,783	10/05/1999	US
Tine rake with ergo handle	D413,234	08/31/1999	US
Round p. & square p. shovels with ergo handles	D413,774	09/14/1999	US
Utility cart	D459,564	06/25/2002	US
Pruners with translucent handles	D457,402	05/21/2002	US
Design true cut bypass hand pruner	D464,539	10/22/2002	US

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REEL: 003303 FRAME: 0809

Description	Patent No.	Filing Date	Country Filed
A bypass type hand pruner	D472,433	04/01/2003	US
An apertured blade for a hand pruner	D476,199	06/24/2003	US
True cut anvil hand pruner	D464,541	10/22/2002	US
True cut hedge shears	D478,792	08/26/2003	US
Shears	D482,580	11/25/2003	US
Scoop	D434,287	11/28/2000	US
Autotracking reel easy deck/patio hose reel	D448,652	10/02/2001	US
Autotracking workcenter cart hose reel	D449,914	10/30/2001	US
True Cut Bypass Type Hand Pruner	D472,433	4/1/2003	US
8" scraper	D449,143	10/09/2001	US
7" scraper	D452,759	01/01/2002	US
Wrought iron trellis	D448,491	09/25/2001	US
Replaceable blade pruner	D458,070	06/04/2002	US
Replaceable blade pruner	6,625,888	9/30/2003	US
Stone edge large (landscape 18" section)	D448,861	10/02/2001	US
Hose reel carrier (wall mount auto track)	D460,343	07/16/2002	US
Tool handle grip	D360,122	07/11/1995	US
Snow scoop or similar article	D328,553	08/11/1992	US
Snow shovel blade	D329,176	09/08/1992	US
Tool handle with hand grip	D388,293	12/30/1997	US
Collar for hand tools	D329,013	09/01/1992	US
Tool handle	D376,742	12/24/1996	US
Garden rake head	D376,301	12/10/1996	US
Garden hoe head	D376,519	12/17/1996	US
Garden cultivator head	D376,076	12/03/1996	US
Garden tool sleeve	D379,422	05/27/1997	US
Pair of handle grips	D418,734	01/11/2000	US
Wheelbarrow leg extension	D408,955	04/27/1999	US
Wheelbarrow leg extension	D404,883	01/26/1999	US
Wheelbarrow leg extension	D404,881	01/26/1999	US
Wheelbarrow leg extension	D404,882	01/26/1999	US

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	Wheelbarrow leg extension	D408,607	04/20/1999	US
	Shovel element	D435,406	12/26/2000	US
	Foot support	D412,093	07/20/1999	US
	Lopper	D464,540	10/22/2002	US
	Hose hanger apparatus	6,488,240	12/03/2002	US
	Round point shovel with toothed blade	D388,292	12/30/1997	US
	Universal replacement tool handle – IXL patent	5,415,448	05/16/1995	US
	Forklift **Not an ATT registration?	D355,292	2/7/1995	US
	Striking tool head system & common elongated handle for multiple tool head assemblies – IXL patent	5,735,630	04/07/1998	US
	Wheeled hose reel support	D395,111	06/09/1998	US
	Snow shovel	D433,889	11/21/2000	US
	Handle for hand tools	D314,500	02/12/1991	US
	Lawn rake	4,573,311	03/04/1986	US
1.	Dual material tool handle	6,889,405	5/10/2005	US
2.	Collapsible wheelbarrow and associated method	6,851,701	2/8/2005	US
3.	Collapsible wheelbarrow and associated method	6,869,098		US
4.	Collapsible wheelbarrow	6,923,469	8/2/2005	US
5.	Shears	D496,839	10/5/2004	US
6.	Pruner	D496,837	10/5/2004	US
7.	Pruner	D796,838	10/5/2004	US
8.	Wheelbarrow frame	D501,974	2/15/2005	US
	Wheelbarrow With Pivoting Hopper (Pushover Wb)			US
9.	Collapsible Wheelbarrow And Associated Method	6991251	1/31/2006	US

10.	Molded article having hollow rim portion and process for producing such articles	6,887,406	5/3/2005	US

Owned by either Ames True Temper, Inc. or Ames True Temper Properties, Inc.

11.	Hose reel bench	D506,123	6/14/2005	US
12.	Improved quick connect tool	6,824,180	11/30/2004	US
13.	Tool handle	D498,130	11/9/2004	US
14.	Garden cutting tool	D491,775	6/22/2004	US
15.	Pruner	D500,236	12/28/2004	US
16.	Pruner (small)	D502,067	2/22/2005	US
17.	Pruner (large)	D500,235	12/28/2004	US

Ames True Temper, Inc. or Ames True Temper Properties, Inc.
Newly Filed Patent Applications

18.	Improved Garden Hose With Backbone	10/969,414	10/20/2004	US
19.	Dual Material Tool Handle (Innovative Fiberglass)	11/038,695	1/20/2005	US
20.	Handle For A Striking Tool (Wave Handle)	29/223,480	2/11/2005	US
	Flat Free Tire And Method Of Preparing Same (Rubber Clad Ff Tire)	PCT/US05/081 39	3/10/2005	US
21.	Square Point Shovel And Handle Therefor (Comfort Plus)	29/225,463	3/16/2005	US
22.	Garden Spade And Handle Therefor (Comfort Plus)	29/255,475	3/16/2005	US
23.	Round Point Shovel And Handle Therefor (Comfort Plus)	29/225,484	3/16/2005	US
24.	Leaf Rake And Handle Therefor (Comfort Plus)	29/225,684	3/18/2005	US
25.	Hoe/Cultivator And Handle Therefor (Comfort Plus)	29/225,680	3/18/2005	US
26.	Level Head Rake And Handle Therefor (Comfort Plus)	29/226,030	3/21/2005	US

	High-Elasticity, Airless Tire For Human-Powered Vehicles	PCT/US2005/10798	3/31/2005	US
27.	Garden Cart With Movable Tray (Garden Chariot)	11/136,318	5/24/2005	US
28.	Three Wheeled Braking Wheelbarrow (Pushbarrow)	11/136224	5/24/2005	US
29.	Folding Leg Brace For A Wheelbarrow (Quick Assembly)	60/696,577	7/5/2005	US
30.	Decorative Hose Reel (Wrought Iron Deck Box)	29/236,167	8/12/2005	US
31.	Improved Garden Hose Reel (Fold N Store)	11/219,037	9/2/2005	US
32.	POLYLAM 4 (Registered As "Hybrid Polyurethane Planters And Method Of Forming Thereof")	60/730,432	10/26/2005	US
	Hose Having An Elliptical Cross-Section		10/27/2005	US
33.	Innovative Label And Labeling Method (Wb Parts Box)	11/259,877	10/27/2005	US
34.	Canister Hose Reel (Hose Reel Caddy)	60/736,215	11/14/2005	US
35.	Consumer Flit Tool (The Scout)	29/243,203	11/21/2005	US
36.	Swiveling Hose Reel Base	60/750,244	12/14/2005	US
37.	D-Grip For Tool (Versa Grip)	29/245,676	12/28/2005	US
38.	Folding Leg Brace For A Wheelbarrow (Quick Assembly)	11/353,440	2/14/2006	US
	Wheelbarrow With Pivoting Hopper And Stand	Application number not available.	3/27/2006	US

Owned by Union Tools, Inc.

39.	Hand Pruner		29/235,650	US
40.	Handle Shaft for a Tool		29/229,767	US
41.	Handle for Hand Tool (versigrip handle design)		29/226,862	US
42.	Handle for Hand-Operated Tool (long handle design)		29/226,745	US
43.	Hand Operated Tool (mulching tool design)		29/226,741	US
44.	Tool Head for Hand-Operated Tool (central step tool head design)		29/226,740	US
45.	Cultivator Head for Hand Tool (versigrip cultivator design)		29/226,739	US

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46.	Bulb Planter		29/226,711	US
47.	Handle for Hand-Operated Tool (loop handle design)		29/226,671	US
48.	Bow Rake		29/226,337	US
49.	Handle Shaft for a Tool	D516881		US
50.	Mounting Bracket for a Wheelbarrow Tray		29/210,760	US
51.	Leaf Rake	D514902		US
52.	Frame for a Collapsible Wheel Barrow	D508597		US
53.	Leaf Rake	D505304		US
54.	Shingle Removing Tool (design 1)	D500239		US
55.	Shingle Removing Tool (design 2)	D498129		US
56.	Wheelbarrow Leg Stabilizer	D487833		US
57.	Stackable Yard Cart	D470291		US
58.	Handle Shaft for a Garden or Snow Tool	D427494		US
59.	Rake Head	D426437		US
60.	Rake Head	D425384		US
61.	Tool Holder	D425304		US
62.	Snow Tool Blade	D417826		US
63.	Hose Reel Casing	D410375		US
64.	Post Hole Digger Blade	D401125		US
65.	Interior Surfaces of a Snow Tool Blade	D398,201		US
66.	Snap-in Handle Assembly for a Tool	6,315,488		US
67.	Snow Auger Assembly	6,948,569		US
68.	Stackable Yard Cart	6,848,695		US
69.	Implement with Reinforcing Rib or Corrugation	6,170,893		US
70.	Tool Holder	6,260,865		US

Schedule B

TRADEMARKS**Ames True Temper Properties, Inc.**

ULTRAGRIP		78/295,504	US
AMES COPPERHEAD	2,927,060	78/323,955	US
AMES TRUE TEMPER		76/100,239	US
ARCTIC BLAST	2,846,849	78/216,422	US
AVALANCHE ERGO		78/211,544	US
BACKYARD PRO	2,918,132	78/245,656	US
FOLD & STORE	2,974,902	78/391,619	US
GARDENSCAPES		78/297,362	US
MODERN CLASSICS	2,863,784	78/240,434	US
NATURAL FIT	2,924,163	78/192,937	US
RHINO	2,934,246	78/317,499	US
SILVER MAX	2,946,825	78/335,540	US
TRUE TEMPER SILVER MAX	2955775	78/335,553	US
ZERO FRICTION	2,861,801	78/240,419	US
ACTION HOE	1,050,526	73/073,543	US
AMERICAN	826,082	72/248,760	US
AMES	262,338	71/282,456	US
AUTO TRACK	2,556,624	75/726,705	US
BIG 10	2,110,016	75/147,708	US
BLACK BEAUTY -	1,385,912	73/553,032	US

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CLEAR CUT	2,541,597	76/043,040	US
COMET	237,935	71/243,249	US
DECO-GARDEN	2,667,036	76/161,333	US
DECO-GARDEN	2,786,600	78/201,431	US
DRIVE-EZY	672,780	72/055,495	US
EARTH TOOLS	2,599,804	76/278,174	US
EASY ROLLER	2,047,129	74/711,301	US
FALCON	1,900,370	74/538,264	US
FRESH CUT	2,738,409	76/326,738	US
GARD'N GRIP	2,645,671	76/347,968	US
GREENSWEEPER	964,130	72/433,285	US
GROMASTER	1,493,926	73/699,739	US
GROMASTER & DESIGN	1,494,847	73/699,738	US
HOSE KING	1,564,559	73/771,875	US
JACKSON	708,354	72/093,611	US
JACKSON	708,388	72/093,612	US
JACKSON BLUE MAX	2,495,585	75/859,395	US
KODIAK	1,505,621	73/699,359	US
LANDSCAPER TOUGH	1,829,212	74/400,257	US
LAWN BUDDY	2,639,152	76/320,209	US
LAWN-GROOM	788,994	72/175,423	US
LEVEL BEST	2,200,563	75/283,323	US
LYNX	1,507,860	73/699,360	US
NORDIC	2,413,629	75/681,207	US

PONY	607,255	71/669,519	US
POWER SURGE	2,232,088	75/425,938	US
REAL TOOLS FOR KIDS	2,819,799	78/200,753	US
REEL EASY	2,007,257	74/685,082	US
REELEASY & DESIGN	2,508,296	75/263,231	US
ROTO-EDGER	576,045	71/632,291	US
SAFETY SLEEVE	2,733,053	76/304,055	US
SIMU-SLATE	2,698,759	78/053,993	US
SITE SAFE	2,200,564	75/283,324	US
SNOW HAWK	2,405,654	75/739,529	US
SNOWBLAZER	2,794,883	78/200,387	US
SNOZONE	2,181,460	75/236,579	US
STONE EDGE	2,670,355	78/053,451	US
THERMO-WRAP	2,324,882	75/428,612	US
TREADSTEP	2,438,415	75/928,494	US
TRUE AMERICAN	2,257,714	75/291,427	US
TRUE TEMPER	283,564	71/310,276	US
TRUE TEMPER	2,205,580	75/366,798	US
TRUE TEMPER	260,024	71/279,523	US
TRUE TEMPER EZ2 HANDLE	2,450,140	75/809,652	US
TRUE TEMPER FLAT FREE	2,481,931	76/012,394	US
TRUE TEMPER GARDENER	2,792,785	78/053,783	US

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TRADEMARK
REEL: 003303 FRAME: 0817

STINGER & DESIGN	1,620,874	74/033,101	US
THE OLD GARDENER	1,916,000	74/480,878	US
TUF-MAX	2,437,446	75/546,828	US
TUF-PLUS	2,419,727	75/546,443	US
NATURE'S EDGE	2,755,691	76/447,250	US
GARDEN CHARIOT	2990677	78/415,620	US
1. RAKE GATHER & GO	2,408,455	75/839,716	US
2. VIPER	2,997,658	78/442,757	US
3. PUSHBARROW	3,030,671	78/443,562	US
4. BULLDOG	2,981,184	78/448,355	US
5. BULLDOG	3,024,782	78/448,368	US
6. LANDSCAPER TOUGH	3,030,680	78/448,357	US
7. CONSUMER PREFERRED	3,018,768	78/450,980	US
8. POLYLAM 4	3,042,854	78/458,143	US
9. PRUNING SOLUTIONS	3,030,705	78/458,554	US
10. CONTRACTOR GRADE		78/460,239	US
11. TUF SERIES	3,053,789	78/478,489	US

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PLANTER'S WAGON	3,020,419	78/482,280	US
GARDEN SELECTIONS		78/482,236	US
SUPERLIGHT	3,042,981	78/499,061	US
PUSHOVER		78/501,527	US
CONTRACTOR'S CHOICE		78/505,274	US
EZ MATCH		78/509,255	US
COPPERHEAD	3,035,455	78/511,053	US
CLASSIC PLUS		78/528,059	US
DIG-EZY		78/541,099	US
LIL' TRUE TEMPER		78/593,216	US
LIL' BUDDY		78/593,420	US
GARDEN CHEST		78/602,677	US
THE CHARIOT		78/657,739	US
THE COLOR BLUE FOR A WHEELBARROW TRAY		78/667,594	US
JACKSON		78/688,267	US
PENGUIN		78/693,652	US
FLEX N FLOW		78/707,157	US
PRO FLOW		78/707,167	US
SITE SAFE		78/711,974	US
GARDEN SELECTIONS		78/729,959	US
JACKSON FLAT FREE		78/730,381	US
HANDI TOTE		78/747,206	US
NATURECRAFT		78/778,134	US
MID-SIZED TOOLS AND DESIGN		78/778,249	US
VERSA GRIP		78/793,511	US
J-100 SERIES		78/803,281	US
J-150 SERIES		78/803,258	US
J-250 SERIES		78/803,265	US
J-350 SERIES		78/803,304	US
JACKSON		78/804,357	US
PLANTER'S BUDDY		78/805,145	US
POWERPRO VERSAPLANTER		78/807,960	US
EXTEND-A-HOSE		78/810,038	US
J-450 SERIES		78/810,044	US
EZ SWIVEL		78/813,897	US

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47.	T-100 SERIES		78/818,877	US
48.	T-150 SERIES		78/818,890	US
49.	T-250 SERIES		78/818,937	US
50.	T-350 SERIES		78/818,934	US
51.	T-450 SERIES		78/818,931	US
52.	JACKSON		78/818,968	US
53.	PRO-FLOW PLUS		78/821,678	US
54.	EZ HAULER		78/822,443	US
55.	PLANTER'S WAGON PLUS		78/822,440	US
56.	THE SCOUT		78/829,742	US
57.	PATHFINDER 4		78/830,687	US

Ames True Temper, Inc.

FEATHER LITE	2,462,918	US
WRISTSAVER	2,278,385	US
POLY-PUNCH	2,246,576	US
MISCELLANEOUS DESIGN	T20156	US (Oregon State Registration)
CERAMIC LITE	2,769,968	US

Owned by True Temper Hardware Properties, Inc.

CLASSIC PLUS	1,200,222	US
SUPERLIGHT	2,194,946	US
BULLDOG	2,349,291	US

Owned by O. Ames Co.

REEL EASY	2,056,078	US
DOUGLAS	989,919	US
STINGER	2,332,195	US

TRADESMAN	2,296,733	US
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AMERICA'S BEST	1,443,686	US
ATLAS	341,333	US
ATLAS	863,443	US
BAD TO THE BONE	2,598,297	US
BEST BETTER GOOD	2,126,288	US
BEST BETTER GOOD	2,285,811	US
BEST BETTER GOOD	2,362,826	US
BEST BETTER GOOD	2,459,983	US
BEST BETTER GOOD	1,999,716	US
BEST BETTER GOOD	2,001,310	US

68

BEST BETTER GOOD	2,274,731	US
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69

BEST BETTER GOOD	2,002,882	US
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70

BIG UGLY	1,527,838	US
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71

COILMASTER	2,293,250	US
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72

DURA LOCK	2,545,206	US
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73

DURA-TORQUE	1,601,927	US
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74

EASY EDGER	1,548,902	US
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EVERTUFF		US
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75

EZ-FLEX	1,887,763	US
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76

FARM KING	1,041,659	US
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77

FLEX-BEAM	1,042,144	US
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FLORAPRIDE		US
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78

GARDEN CRAFT	2,756,440	US
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GARDENER'S PRIDE		US
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79

GETS YOU OUT OF BIG TROUBLE!	2,190,803	US
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80

GOOD	2,423,599	US
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81

GOOD BETTER BEST	2,327,014	US
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82

GRIP 'N SNIP	2,310,004	US
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83	I-BEAM	1,713,087	US
84	LADY GARDENER	2,102,295	US
85	LANDSCAPE GARDENER	2,669,577	US
86	LANDSCAPE GARDENER	2,831,902	US
	LANDWORKS		US
87	LIL PAL	2,041,163	US
88.	LITTLE HOG	2,041,438	US
89.	MASTERBUILT	78/275,428	US
90.	MINIFORCE	2,006,551	US
91.	PERFECT CUT	1,921,245	US
92.	PERFECT FIT	2,362,497	US
93.	POWER ASSIST	2,755,447	US
	POWERFORCE PROFESSIONAL		US
94.	POWERFLEX	1,780,782	US
	PRO FORCE		US
	PRO SCAPE		US
95.	PRO SCAPE BY UNION TOOLS	3,012,013	US

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	PROBUILT		US
96.	PROFESSIONAL TOOLS WITH AN ATTITUDE	2,078,068	US
97.	RACK 'N ROLL	2,428,735	US
98.	RAZOR-BACK	1,909,748	US
99.	Logo	1,356,277	US
100.	RAZORBACK	1,968,748	US
101.	Logo	2,210,122	US
102.	RAZOR-BACK HOG	2,460,075	US
103.	RB	2,893,879	US
104.	Shovel design	2,489,722	US
105.	SNO CHASER	2,191,502	US
106.	SNOFORCE	1,873,110	US
107.	SNOW HOG	2,227,909	US
108.	STIRUP	2,624,897	US
109.	STOW N GO	2,975,855	US
	TASK MASTER		US
110.	THE ONLY SHOVEL WITH A BACKBONE	2,411,180	US
111.	THE RAKE THAT SWEEPS	1,926,296	US

TOOLS FOR A WELL-TENDED GARDEN		US
TOOLS THAT WORK AS HARD AS YOU DO		US
TOUGH BASICS		US
TOUGH BUILT		US
TOUGHBUILT PROFESSIONAL		US
TRAIL BLAZER	981,010	US
TUFFTOOLS	2,278,849	US
GARDENER'S VALUE	2,945,508	US
UNION	2,248,773	US
UNION	1,229,332	US
UNION	1,228,191	US
UNION	1,272,372	US
UNION PRO	2,034,581	US
UNIONTOOLS	1,617,346	US
UNIONTOOLS	1,619,472	US
WET N DRY		US

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YARD 'N GARDEN	2,023,089	US
YOUR QUALITY CHOICE	2,283,503	US

123.

Schedule C

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Owned by Ames True Temper, Inc.

1.	Hartwell Product Catalog	TX1727222	Registered
2.	The IXL Group: Product Catalog	TX1651366	Registered
3	Product Catalog / LaPierre, the LaPierre-Sawyer Handle Company	TX1646646	Registered
4	Hickory Tool Handles, Agricultural Tool Handles: Catalog	TX437881	Registered
5	Grapevine Pot	VA463129	Registered
6	American Heritage Pot	VA950563	Registered

Owned by Union Tools, Inc.

7	Razor-Back, Professional Tools with an Attitude	TXu856192	Registered
8	Lady Gardener	TX4701856	Registered
9	Wheelbarrow Catalog	TX4687511	Registered
10	Winter Product Price List	TX4662708	Registered
11	Cutting Tool Catalog	TX4662707	Registered
12	UnionTools Distributor Price List: D-98.	TX4662706	Registered
13	Lady Gardener Perfect Fit Gardening Tools	VA868858	Registered
14	Lady Gardener	TX4532592	Registered
15	UnionTools Perfect Cut cutting tools	TX4449679	Registered
16	UnionTools: Winter Product Catalog	TX4449678	Registered
17	Li'l Pal: Gets You Out of Big Trouble!; Little Hog: Little Hog Tools for Tough Jobs!	TX4449677	Registered
18	The Scotts Difference: Lawn & Garden Tools	TX4449676	Registered
19	The Scotts Difference: Snap-Lock & Cutting Tools	TX4449674	Registered
20	Back by Consumer Demand! Razor-Back '97 Sweepstakes	TX4449673	Registered
21	Post Hole Diggers: Full Line, New Design	TX4449675	Registered
22	UnionTools User Price List--U-91	TX3260171	Registered
23	UnionTools Distributor Price List--D-91	TX3260170	Registered
24	UnionTools Product Catalog	TX3260164	Registered