

10-12-2006

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



RE: 103320575
TRADEMARKS ONLY

2006 OCT 10 PM 5:55

To the Director of the U. S. Patent and Trademark Office: Please record the attached document at the new address(es) below.

1. Name of conveying party(ies):
Allison Reed Group, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Rhode Island
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)
 Additional names, addresses, or citizenship attached? Yes No

Name: T D Banknorth, N.A.
 Internal Address: 17 New England Executive Park
 Street Address: _____
 City: Burlington
 State: MA
 Country: USA Zip: 01803

Association Citizenship National Banking Assoc
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

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)

3. Nature of conveyance / Execution Date(s) :
 Execution Date(s) September 21, 2006

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
Please See Attached

B. Trademark Registration No.(s)
Please See Attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
Please See Attached

5. Name & address of party to whom correspondence concerning document should be mailed:
 Name: John L. Hackett, Esq.
 Internal Address: Bartlett Hackett Fenberg PC.
 Street Address: 155 Federal St
 City: Boston
 State: MA Zip: 02110
 Phone Number: 617-422-0200
 Fax Number: 617-896-4270
 Email Address: JLH@BostonBusinessLaw.com

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 290.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____ Expiration Date _____

b. Deposit Account Number _____ Authorized User Name _____

9. Signature: [Signature] Date: 10/3/06

John L. Hackett Signature
 Name of Person Signing

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

90-01-01

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

10/11/2006 11:16:11
01 FI: 4521
02 FI: 4522

**ALLISON REED
REGISTERED AND PENDING TRADEMARK LIST**

Mark	Registration Number/ Serial No
A&Z	2,597,203
Hayward	511,599
Hayward (script)	2,662,822
Hayward Supreme & Design	1,442,016
Allison Reed	1,073,572
WEH	2,606,812
Bamboo Jungle	78/728563

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of September 21, 2006, by ALLISON REED GROUP, INC. (the "Debtor"), to and with TD Banknorth, N.A. (the "Secured Party"), pursuant to the Loan and Security Agreement referred to below.

RECITALS

A. Debtor has executed and delivered to the Secured Party a certain Loan and Security Agreement dated September 21, 2006, as the same may be amended, renewed, restated or extended from time to time (the "General Security Agreement") by and between the Secured Party and the Debtor.

B. Debtor has agreed to enter into this Agreement in furtherance of the rights granted to the Secured Party under the General Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the Debtor hereby agrees as follows:

Section 1. Security Interest. The Debtor hereby grants to the Secured Party a continuing security interest in, and a collateral assignment and pledge of, all trademarks, service marks and trade names now or hereafter owned by the Debtor, whether registered or unregistered, including, but not limited to, those trademarks of the Debtor listed on Schedule A attached hereto and made a part hereof (collectively, the "Trademarks"), together with the goodwill of the business associated with and symbolized by such Trademarks (collectively, the "Collateral"), as security for the Obligations (as defined in the General Security Agreement). The Debtor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the Trademarks.

Section 2. Representations and Warranties. The Debtor represents and warrants that:

2.1 Schedule A sets forth as of the date hereof all United States trademark registrations and applications owned by the Debtor.

2.2 As of the date hereof, the Collateral set forth on Schedule A is subsisting and has not been adjudged invalid or unenforceable.

2.3 As of the date hereof, no claim has been made that the use of any of the Collateral violates the rights of any third person and the Debtor is not aware of any basis for any such claim to be asserted.

2.4 The Debtor is the sole and exclusive owner of the entire right, title and interest in and to the Collateral, free and clear of any lien, security interest or other encumbrances, including without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Debtor not to sue third persons (other than the security interest granted hereby and any of the foregoing entered into in the ordinary course of business).

2.5 The Debtor has the full power and authority to enter into this Agreement and perform its terms.

2.6 The Debtor has used proper statutory notice in connection with its use of the Collateral to the extent commercially practicable and customary within the relevant industry.

Section 3. Covenants. The Debtor covenants and agrees as follows:

3.1 The Debtor will keep the Collateral free from any lien, security interest or encumbrance (except in favor of the Secured Party) and will defend the Collateral and the title thereto against all claims and demands of all other persons at any time claiming the same or any interest therein.

3.2 The Debtor shall not abandon any Collateral except such Collateral which could not reasonably be expected to have a material adverse effect on the business, operations, properties, assets or condition, financial or otherwise, of the Debtor.

3.3 The Debtor shall maintain all rights held by the Debtor relating to the Collateral except such Collateral which the failure to maintain could not reasonably be expected to have a material adverse effect on the business, operations, properties, assets or condition, financial or otherwise, of the Debtor.

3.4 Until all of the Obligations shall have been indefeasibly paid in full in cash and the termination of the commitments therefor, the Debtor shall not enter into any agreement (including a license agreement) which conflicts with the Debtor's obligations under this Agreement other than agreements that could not reasonably be expected to affect the value of the Collateral, without the Secured Party's prior written consent.

3.5 The Debtor will not sell or offer to sell or otherwise transfer the Collateral or any interest therein (other than non-exclusive licenses granted in the ordinary course of the Debtor's business) without the prior written consent of the Secured Party.

3.6 If the Debtor shall purchase, register or otherwise acquire rights to any new registrable or registered trademark, the provisions of Section 1 shall automatically apply thereto and at least annually the Debtor shall give to the Secured Party written notice thereof, and shall execute an amendment to Schedule A including such registrations and applications and shall take any other action reasonably necessary to record the Secured Party's interest in such trademarks with the U.S. Commissioner of Patents and Trademarks.

3.7 The Debtor will use proper statutory notice in connection with its use of the Collateral to the extent commercially practicable and customary within the relevant industry.

3.8 The Debtor shall execute, or use its reasonable efforts at its reasonable expense to cause to be executed, such further documents as may be reasonably requested by the Secured Party in order to effectuate fully the grant of security interest set forth in Section 1 hereof.

Section 4. Remedies. After the occurrence and during the continuance of any Event of Default (as defined in the General Security Agreement), the Secured Party, may declare all Obligations secured hereby immediately due and payable and shall have the remedies set forth in Section 5 of the General Security Agreement and the remedies of a secured party under the Uniform Commercial Code.

Section 5. Attorney-in-Fact. The Debtor hereby appoints the Secured Party, as the Debtor's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence of any Event of Default, to execute and deliver, in the name of and on behalf of the Debtor, and to cause the recording of all such further assignments and other instruments as the Secured Party deems necessary or desirable in order to carry out the intent of the General Security Agreement. The Debtor agrees that all third parties may conclusively rely on any such further assignment or other instrument so executed, delivered and recorded by the Secured Party (or the Secured Party's designee in accordance with the terms hereof) and on the statements made therein.

Section 6. General.

6.1 No course of dealing between the Debtor and the Secured Party, nor any failure to exercise, nor any delay in exercising on the part of the Secured Party, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any right, power or privilege. No waiver by the Secured Party of any default shall operate as a waiver of any other default or of a similar default on a future occasion.

6.2 All of the Secured Party's rights and remedies with respect to the Collateral, whether established hereby or by the General Security Agreement, or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently. This Agreement is in addition to, and is not limited by nor in limitation of, the provisions of the General Security Agreement or any other security agreement or other agreement now or hereafter existing between the Debtor and the Secured Party.

6.3 If any clause or provision of this Agreement shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

6.4 This Agreement is subject to modification only by a writing signed by the parties, except as otherwise provided in Section 3.6 hereof.

6.5 The benefits and obligations of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

6.6 The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws (other than the conflict of laws rules) of the Commonwealth of Massachusetts.

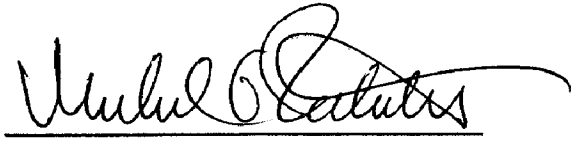
Section 7. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

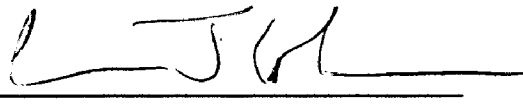
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IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed and delivered as a sealed instrument as of the date set forth above.

WITNESS (to all)

DEBTOR
ALLISON REED GROUP, INC.

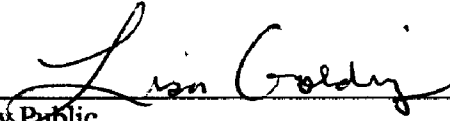


By: 

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

On this 25th day of September, 2006, before me appeared Lawrence J. Cohen, to me personally known, who, being by me duly sworn, did say that he/she is the President of Allison Reed Group, Inc., Inc., a Rhode Island corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledged said instrument to be the free act and deed of said company.



Notary Public
Print Name LISA GOLDING
My Commission Expires 12/2007
[Seal]

**SCHEDULE A
TRADEMARKS**

Trademark

Registration No.

Filing Date

Schedule A to Supplemental Trademark Security Agreement

RECORDED: 10/10/2006

**TRADEMARK
REEL: 003410 FRAME: 0180**