

04-12-2000



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RECORDATION FORM COVER SHEET  
PATENTS ONLY

MRO  
1-4-00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)  
Document ID#

Correction of PTO Error  
Reel #  Frame #

Corrective Document  
Reel #  Frame #

Conveyance Type

Assignment  Security Agreement

License  Change of Name

Merger  Other

**U.S. Government**  
(For Use ONLY by U.S. Government Agencies)

Departmental File  Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name (line 1)  Execution Date  
Month Day Year

Second Party

Name (line 1)

Name (line 2)

Execution Date  
Month Day Year

Receiving Party

Mark if additional names of receiving parties attached

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

156089 1

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20503

REEL: 010526 FRAME: 0358

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Application Number(s) or Patent Number(s)**

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

**Patent Application Number(s)**

**Patent Number(s)**

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

**Patent Cooperation Treaty (PCT)**

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT  PCT  PCT   
PCT  PCT  PCT

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment:  
Deposit Account

Enclosed  Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Kristi Schultz

12/23/99

Name of Person Signing

Signature

Date

**ADDITIONAL ASSIGNMENT FOR SECURITY OF PATENTS,  
TRADEMARKS AND COPYRIGHTS**

THIS ADDITIONAL ASSIGNMENT FOR SECURITY OF PATENTS, TRADEMARKS AND COPYRIGHTS (this "Assignment") is made as of the ~~21st~~ day of December, 1999 by and between New England Pottery Co., Inc., a Massachusetts corporation (the "Assignor"), and Heller Financial, Inc., a Delaware corporation, as Agent (the "Agent") for the Lenders.

**WITNESSETH**

WHEREAS, pursuant to a certain Second Amended and Restated Credit Agreement dated August 7, 1998 among American Tack & Hardware Co., Inc., a New York corporation ("Borrower"), the Agent, and the financial institutions signatory thereto (the "Lenders") (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make certain loans and extend certain other financial accommodations to Borrower; and

WHEREAS, pursuant to a certain Subsidiary Guaranty dated August 7, 1998, the Assignor has guaranteed all of the Obligations (as defined in the Credit Agreement); and

WHEREAS, a certain Security Agreement dated August 7, 1998 between the Agent and the Assignor (the "Security Agreement") grants to the Agent, for the benefit of itself and the Lenders, a continuing security interest in certain of the Assignor's assets, including, without limitation, its patents, patent rights and applications therefor, trademarks and applications therefor, copyrights and all applications and registrations therefor, license rights and goodwill; and

WHEREAS, the Assignor acknowledges that, as a wholly-owned subsidiary of Borrower, it will receive substantial direct and indirect benefits by reason of the making of the loans to Borrower as provided in the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor agrees as follows:

1. Incorporation of Security Agreement; Credit Agreement Definitions.

The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Credit Agreement.

2. Assignment for Security.

To secure the complete and timely payment and satisfaction of the Secured Obligations (as defined in the Security Agreement), the Assignor hereby grants to the Agent, for the benefit of itself and the Lenders, a continuing

security interest in the Assignor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising:

(a) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Schedule A attached hereto and made a part hereof and all Patents (as such term is defined in the Security Agreement), and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(b) copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on Schedule B attached hereto and made a part hereof and the Copyrights (as defined in the Security Agreement), and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(c) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademarks and applications listed on Schedule C attached hereto and made a part hereof and the Trademarks (as such term is defined in the Security Agreement), and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(d) all rights corresponding to any of the foregoing throughout the world and the goodwill of the Assignor's business connected with the use of and symbolized by the Trademarks.

In addition to, and not by way of limitation of, all other rights granted to the Agent, for the benefit of itself and the Lenders, under this Assignment, the Assignor hereby assigns, transfers and conveys to the Agent, for the use and benefit of itself and the Lenders, all of the Patents, Copyrights and Trademarks, together with the rights and goodwill described in clause (d) above to the extent necessary to enable the Agent, effective upon the occurrence of any Event of Default, to realize on such property and any successor or assign to enjoy the benefits thereof. This right and assignment shall inure to the benefit of the Agent and the Lenders and their successors, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such right and assignment is granted free of charge, without requirement that any monetary payment whatsoever (including, without limitation, any royalty or license fee) be made to the Assignor or any other Person by the Agent or any Lender (except that if the Agent shall receive proceeds from the disposition of any such property, such proceeds shall be applied to the Obligations).

3. Reports of Applications. The Patents, Copyrights and Trademarks constitute all of the federally registered patents, copyrights and trademarks, and applications therefor now owned by the Assignor. The Assignor shall provide the Agent on a quarterly basis with a list of all new federally registered patents, copyrights and trademarks and federal applications for letters patent, copyright registrations and trademark registrations, if any, which new patents, copyrights trademarks and applications shall be subject to the terms and conditions of the Security Agreement and this Assignment.

4. Effect on Credit Agreement; Cumulative Remedies. The Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of the Agent or any Lender under the Credit Agreement or the Security Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of the Agent and the Lenders with respect to the Patents, Copyrights and Trademarks, whether established hereby, by the Credit Agreement or the Security Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently. NOTWITHSTANDING ANY PROVISION HEREIN CONTAINED TO THE CONTRARY, THE AGENT SHALL NOT HAVE THE RIGHT TO USE AND ENFORCE THE PATENTS, COPYRIGHTS AND TRADEMARKS UNLESS AND UNTIL THE OCCURRENCE OF AN EVENT OF DEFAULT, AND UNTIL THE OCCURRENCE OF AN EVENT OF DEFAULT ASSIGNOR SHALL HAVE ALL OF SUCH RIGHTS.

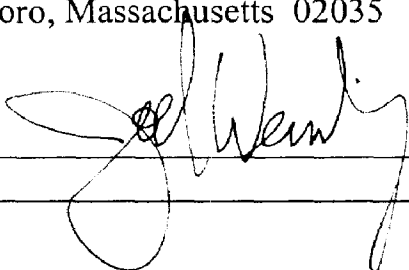
5. Binding Effect; Benefits. This Assignment shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of the Agent and the Lenders and its successors and assigns.

6. APPLICABLE LAW; SEVERABILITY. THIS ASSIGNMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS, EXCEPT FOR THE PERFECTION AND ENDORSEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS ASSIGNMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS ASSIGNMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS ASSIGNMENT.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above written.

NEW ENGLAND POTTERY CO., INC.


1000 West Washington Street  
U.S. Route 1  
Foxboro, Massachusetts 02035

By  \_\_\_\_\_  
Its \_\_\_\_\_

Accepted and Agreed to:

HELLER FINANCIAL, INC.,  
as Agent for itself and the Lenders

500 West Monroe Street  
Chicago, Illinois 60661

By  \_\_\_\_\_  
Its Vice President \_\_\_\_\_

STATE OF New York )  
 ) SS  
COUNTY OF Rockland )

The foregoing Assignment for Security of Patents, Trademarks and Copyrights was executed and acknowledged before me this 10<sup>th</sup> of December, 1999 by Joel Weinberg, personally known to me to be the CHAIRMAN of New England Pottery Co., Inc., a Massachusetts corporation, on behalf of such corporation.

Janet F. Bedford  
Notary Public

My commission expires:

6/30/01

NOTARY PUBLIC  
JANET F. BEDFORD  
6/30/2001



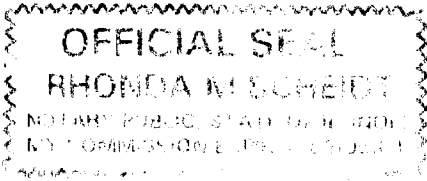
STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

The foregoing Assignment for Security of Patents, Trademarks and Copyrights was executed and acknowledged before me this 22<sup>nd</sup> of December, 1999 by Kelli J. O'Connell, personally known to me to be the V.P. of Heller Financial, Inc., a Delaware corporation, on behalf of such corporation.

Rhonda M. Scheidt  
Notary Public

My commission expires:

02-05-2001



**SCHEDULE A**

**PATENTS**

<b>U.S. Patent No.</b>	<b>Date Issued</b>	<b>Description</b>
5428516	June 27, 1985	Interlock for miniature lamp arrays

**PATENT APPLICATIONS**

<b>U.S. Patent No.</b>	<b>Date Issued</b>	<b>Description</b>
5,453,664	September 26, 1995	Light string with improved shunt system

**SCHEDULE B**

**COPYRIGHT REGISTRATIONS**

None.

**COPYRIGHT APPLICATIONS**

None.

**SCHEDULE C**

**TRADEMARK REGISTRATIONS**

None.

**TRADEMARK APPLICATIONS**

None.