

04-10-2000

FORM PTO-1585

(Rev. 5-93)

OMB No. 0651-0011 (exp. 4/94)

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Red Wing Products, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other _____

Execution Date: February 23, 2000

2. Name and address of receiving party(ies)

Name: The Chase Manhattan Bank

Attn: Red Wing Products,
Internal Address: Inc.

Street Address: 395 North Service Road

City: Melville State: NY ZIP: 11747

Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: _____

Internal Address: _____

Street Address: _____

City: _____ State: _____ ZIP: _____

6. Total number of applications and patents involved: 5

7. Total fee (37 CFR 3.41).....\$200.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Robert C. Creighton

Name of Person Signing

Signature

March 9, 2000

Date

Total number of pages including cover sheet, attachments, and document: 1

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

04/10/2000 DNGUYEN 00000112 5687887

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200.00 OP

PATENT
REEL: 010655 FRAME: 0459

SCHEDULE A

PATENT MATTERS

<u>Patent</u>	<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>
Side Sizer System	U.S.	5,687,887	11/18/97
Side Sizer System (Div.)	U.S.	5,950,883	9/14/99

PENDING PATENT APPLICATIONS

<u>Patent</u>	<u>Country</u>	<u>Application No.</u>	<u>Filing Date</u>
Garment Hanger w/ a Coordinate Loop	U.S.	09/075,812	5/11/98
Pinch Grip Hanger	U.S.	09/257,480	2/25/99
Pinch Grip Hanger (Design)	U.S.	29/101,156	2/25/99

AMENDED AND RESTATED PATENT AND TRADEMARK
SECURITY AGREEMENT

This AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of February 23, 2000 by RED WING PRODUCTS, INC., a New York corporation (the "Company"), to and in favor of THE CHASE MANHATTAN BANK, a New York banking corporation (the "Secured Party").

RECITALS

A. The Secured Party and the Company, as successor by merger to Popp, Inc., are each parties to a Patent and Trademark Security Agreement dated as of May 8, 1996 (the "Prior Agreement").

B. The parties hereto desire to amend in various respects and to restate the Prior Agreement.

NOW, THEREFORE, the parties hereto agree to amend and restate the Prior Agreement in its entirety as follows:

The Company and the Secured Party have entered into that certain Amended and Restated Revolving Credit Agreement, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement"), pursuant to which the Secured Party has agreed to make certain Revolving Credit Loans to the Company.

The Company has agreed to secure its Obligations by, among other things, executing and delivering this Agreement.

Accordingly, the Secured Party and the Company hereby agree as follows:

1. DEFINITIONS

Terms used herein that are defined in the Credit Agreement shall have the meanings assigned to them therein, unless otherwise defined herein. References to this "Agreement" shall mean this Patent and Trademark Security Agreement, including all amendments, modifications and supplements and any exhibits or schedules to any of the foregoing, and shall refer to this Agreement as the same may be in effect at the time such reference becomes operative.

2. GRANT OF INTEREST

2.1 Trademarks, Patents, Trade Secrets and Licenses. The Company hereby grants, bargains, mortgages, pledges, creates in favor of and conveys to the Secured Party, as security for the prompt payment of the Obligations in full when due, a security interest in the entire right, title and interest of the Company in and to all of its now owned, existing or filed, or hereafter acquired, arising or filed:

(a) (i) trademarks, other marks, trademark registrations, trade names and trademark applications, including, without limitation, those listed on Schedule A hereto, (ii) all renewals of any of the foregoing, (iii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing, (iv) the right to sue for past, present and future infringements of any of the foregoing, (v) all rights corresponding to any of the foregoing throughout the world, and (vi) the goodwill of the Company's business connected with and symbolized by any of the foregoing (collectively, the "Trademarks");

(b) (i) patents and patent applications, and the inventions and improvements described and claimed therein, if any, and patentable inventions, (ii) the reissues, divisions, continuations, renewals, extensions, reexamination and continuations-in-part of any of the foregoing, (iii) all income, royalties, damages or payments now and hereafter due and/or payable under any of the foregoing with respect to any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing, (iv) the right to sue for past, present and future infringements of any of the foregoing throughout the world, and (v) all rights corresponding to any of the foregoing throughout the world (collectively, the "Patents");

(c) trade secrets and confidential business information (including formulas, computations, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, manufacturing and production processes and techniques, research and development information, specifications, drawings, designs, plans, proposals, technical data, copyrightable work, financial, business, and marketing plans, customer and supplier lists and information (collectively, the "Trade Secrets"); and

(d) licenses and license agreements with any other Person under or with respect to any of the Patents, Trademarks or Trade Secrets (all licenses and license agreements assigned to the Secured Party pursuant hereto hereinafter collectively called the "Licenses").

2.2 Restriction on Future Agreements. The Company agrees that until the Obligations shall have been indefeasibly paid and performed in full, the Company will not, without the Secured Party's prior written consent, enter into any agreement, including, without limitation, any license agreement, that grants to any Person other than the Secured Party rights to or interests in any Patents, Trademarks or Trade Secrets and is inconsistent with the Company's obligations under this Agreement. The Company further agrees that, except as otherwise expressly permitted by the Credit Agreement, it will not take any action, or permit any action to be taken by an Affiliate of the Company or other Person subject to the Company's control, including, without limitation, licensees, or fail to take any action, that would adversely affect, in any material respect, the validity or enforcement of the rights granted to the Secured Party under this Agreement.

2.3 New Patents, Trademarks. The Company represents and warrants that the Patents and Trademarks listed on Schedule A hereto are owned by the Company and the Patents and Trademarks constitute all of the Patents and Trademarks registered in the name of the Company. If, before the Obligations are paid and performed in full, the Company shall (i) obtain any new Patents or Trademarks or rights thereto or (ii) become entitled to the benefit of any new Patent or

Trademark, the Company shall give to the Secured Party prompt written notice thereof and shall enter into a supplement to this Agreement incorporating herein such new Patents and/or Trademarks.

2.4 **Royalties and Terms.** The Company hereby agrees that upon the occurrence and during the continuance of an Event of Default, the Secured Party (or any designee of the Secured Party) may, subject to applicable law and to any then-existing Licenses granted by the Company of any such Patents, Trademarks, Trade Secrets or Licenses, use any or all of the Patents, Trademarks, Trade Secrets or Licenses worldwide without any liability to the Company for royalties or other related charges. The term of the right to use granted in this Section 2.4 shall extend until the earlier of (i) the expiration of all rights under each of the respective Patents, Trademarks, Trade Secrets or Licenses securing the Obligations, or (ii) the payment and performance in full of the Obligations.

2.5 **Release.** Upon the payment and performance in full of the Obligations, the Secured Party shall execute and deliver to the Company, at the Company's request and at the Company's sole cost and expense, such releases, satisfactions, deeds, assignments and other instruments as may be necessary to relinquish, without any representations or warranties whatsoever, any of the Secured Party's rights in such of the Patents, Trademarks, Trade Secrets or Licenses as shall not have been sold or disposed of by the Company pursuant to the terms of this Agreement.

2.6 **Duties of the Company.** Until the Obligations shall have been indefeasibly paid and performed in full, the Company shall (i) prosecute diligently any patent application and any trademark application pending as of the date hereof, (ii) make application on unpatented but patentable inventions and on trademarks, as appropriate, (iii) preserve and maintain all rights in the Patents, Trademarks and Trade Secrets and (iv) possess all Trade Secrets. Any expenses incurred in connection with such applications shall be borne by the Company. The Company shall not abandon any Patent, Trademark, Trade Secret or License or the right to file any patent application.

2.7 **Secured Party's Right to Sue.** The Secured Party shall have the right, but shall in no way be obligated, to bring suit on behalf of the Company to enforce any of the Patents, Trademarks, Trade Secrets or Licenses in the event the Company declines to bring such suit and, if the Secured Party shall commence any such suit, the Company shall, at the request of the Secured Party, do any and all lawful acts and execute any and all proper documents required by the Secured Party in aid of such enforcement and the Company shall promptly pay, or reimburse and indemnify the Secured Party upon demand, for all out-of-pocket costs and expenses (including without limitations, reasonable attorneys' fees) incurred by the Secured Party in the exercise of its rights under this Section 2.7.

2.8 **Secured Party Appointed Attorney-In-Fact.** The Company hereby appoints the Secured Party or the Secured Party's designee as its attorney-in-fact to do all things necessary to carry out or enforce this Agreement. The Company ratifies and approves all acts of the Secured Party, or its designee, as attorney-in-fact, taken in accordance herewith. The Secured Party, or its designee, as attorney-in-fact, will not be liable for any acts or omissions, or for any error of judgment or mistake of fact or law, except for gross negligence, bad faith or willful misconduct. This power being coupled with an interest, is irrevocable until all Obligations have been fully paid and performed and satisfied.

3. FILINGS AND CONSENTS.

The Company shall deliver to the Secured Party, upon the execution and delivery of this Agreement, in form and substance satisfactory to the Secured Party, such other instruments and documents as shall be necessary, in the opinion of the Secured Party, to perfect the interests granted by the Company to the Secured Party hereby, including, without limitation, the Patent and Trademark Security Agreements for Recordation attached hereto as Exhibit A and Exhibit B (collectively, the "Recordation Agreement") duly completed and executed. The Company will, at its own expense, make, execute, endorse, acknowledge, file and/or deliver to the Secured Party all documents or instruments and take such further steps necessary to perfect the Secured Party's security interest in all Patents, Trademarks, Licenses or Trade Secrets.

4. COVENANTS

The Company agrees that so long as any Obligations are outstanding, unless the Secured Party agrees otherwise in writing: (a) it will, at its sole cost and expense, forever warrant and defend the Patents, Trademarks, Trade Secrets and Licenses from any and all claims and demands of any other Person; (b) it will not grant, create or permit to exist any Lien on, or security interest in, any of the Patents, Trademarks, Trade Secrets or Licenses in favor of any other Person; (c) it will pay and indemnify and hold the Secured Party harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the Patents, Trademarks, Trade Secrets or Licenses, including, without limitation, claims of patent or trademark infringements, and any claim of unfair competition or antitrust violation, provided that the Company shall have no obligation hereunder with respect to such indemnification arising from the Secured Party's gross negligence or willful misconduct in the use, assignment and sublicensing of the Patents, Trademarks, Trade Secrets and Licenses that are covered by this Agreement; and (d) it will not enter into any agreement that is inconsistent with the Company's obligations under this Agreement.

5. DEFAULT

5.1 Remedies. Upon the occurrence and during the continuance of an Event of Default, the Secured Party, in its discretion, may:

(a) (i) collect, receive, appropriate and realize upon the Patents, Trademarks, Trade Secrets and Licenses, or any part thereof;

(ii) enter, with or without process of law and without breach of the peace, any premises where the Patents, Trademarks, Trade Secrets and Licenses or the books and records of the Company related thereto are or may be located, and without charge or liability to the Secured Party therefor seize and remove the Patents, Trademarks, Trade Secrets and Licenses (and copies from the Company's books and records in any way relating to the Patents, Trademarks, Trade Secrets and Licenses) from said premises and/or remain upon such premises and use the same (together with said books and records) for the purpose of

collecting, preparing and disposing of the Patents, Trademarks, Trade Secrets and Licenses;
or

(iii) sell or otherwise dispose, including, without limitation, the granting of licenses, of any of the Patents, Trademarks, Trade Secrets or Licenses at public or private sale for cash or credit in accordance with applicable law.

(b) exercise any one or more of the rights and remedies accruing to a secured party under the UCC as adopted in the relevant state or states and any other applicable law upon default by a debtor (other than those providing for any of the rights set forth in Section 5.1(a) above).

(c) Any notice required to be given by the Secured Party of a sale, lease, other disposition of the Patents, Trademarks, Trade Secrets or Licenses or any other intended action by the Secured Party, delivered by telex, facsimile transmission or overnight mail courier service, postage prepaid and duly addressed to the Company at its address as set forth in Section 6.6 hereof, not less than five (5) days prior to such proposed action, shall constitute commercially reasonable and fair notice thereof to the Company.

(d) The Secured Party shall have the right at any time, in its discretion, without notice thereof to the Company, to take control, in any manner, of any item of payment for or proceeds of any of the Patents, Trademarks, Trade Secrets or Licenses of the Company.

(e) The Secured Party may, if the Secured Party deems it reasonable, postpone or adjourn any sale of the Patents, Trademarks, Trade Secrets and Licenses, or any part thereof, from time to time, by an announcement at the time and place of sale or by announcement at the time and place of such postponed or adjourned sale, without being required to give a new notice of sale.

(f) All cash proceeds received by the Secured Party in respect of any sale of, collection from, or other realization upon all or any part of the Patents, Trademarks, Trade Secrets and Licenses of the Company may, in the discretion of the Secured Party, be held by the Secured Party as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to the Secured Party as reimbursement for the costs and expenses, including, without limitation, reasonable attorneys' fees incurred by it in connection with the sale of the Patents, Trademarks, Trade Secrets or Licenses), in whole or in part, by the Secured Party to the payment of all the Obligations. Any surplus of such cash or cash proceeds held by the Secured Party and remaining after payment in full of all Obligations shall be paid over to the Company, subject to the rights of any holder of a lien on the Patents, Trademarks, Trade Secrets and Licenses of which the Secured Party has actual notice and any deficiency remaining after application of such cash or cash proceeds to the obligations shall continue to be an Obligation, for which the Company remains liable.

5.2 Waiver by the Company. To the extent permitted under applicable law, the Company waives (i) presentment, demand and protest and notice of presentment, dishonor, protest, default, nonpayment, maturity, release, compromise, settlement, extension or renewal of any or all commercial paper, accounts, contract rights, documents, instruments, chattel paper and guaranties at any time held by the Secured Party on which the Company may in any way be liable and hereby

ratifies and confirms whatever the Secured Party may do in this regard, (ii) all rights to notice and a hearing prior to the Secured Party's taking possession or control of, or to the Secured Party's replevy, attachment or levy upon, any of the Patents, Trademarks, Trade Secrets or Licenses or any bond or security that might be required by any court prior to allowing the Secured Party to take possession or control of, or prior to the Secured Party exercising any of the Secured Party's remedies, and (iii) the benefit of all valuation, appraisal and exemption laws. The Company acknowledges that it has been advised by its counsel with respect to this Agreement and the transactions evidenced by this Agreement.

5.3 Cumulative Remedies. All of the Secured Party's rights and remedies with respect to the Patents, Trademarks, Trade Secrets or Licenses, whether established hereby or by any Security Agreement or by the Credit Agreement or any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Company acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Secured Party under the Credit Agreement but rather is intended to facilitate the exercise of such rights and remedies. The Company recognizes that in the event the Company fails to perform, observe or discharge any of its obligations or liabilities under this Agreement, no remedy of law will provide adequate relief to the Secured Party, and the Company agrees that the Secured Party shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

6. MISCELLANEOUS

6.1 Waivers. No course of dealing between the Company 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 under this Agreement or 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 other right, power or privilege.

6.2 Severability. The Provisions of this Agreement are severable, and if any clause or provision 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.

6.3 Modification. This Agreement cannot be altered, amended or modified in any way, except by a writing signed by the parties hereto.

6.4 Binding Effect; Benefits. This Agreement shall be binding upon the Company and its successors and assigns and shall inure to the benefit of the Secured Party and its successors and assigns.

6.5 WAIVER OF JURY TRIAL. THE COMPANY HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING UNDER OR RELATING

TO THIS AGREEMENT AND AGREES THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

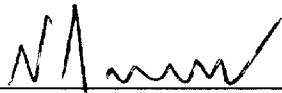
6.6 Notices. All notices and other communications hereunder shall be made at the addresses, in the manner and with the effect provided in the Credit Agreement; provided, however, the Company' address set forth in the Credit Agreement shall be the address of the Company.

6.7 Headings. The Section titles and headings in this Agreement are and shall be without substantive meaning or context of any kind whatsoever and are for convenience of reference only.

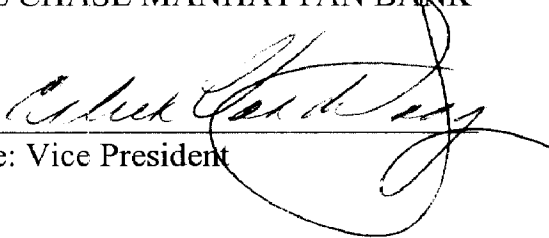
6.8 Governing Law; Jurisdiction. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE SECURED PARTY AND THE COMPANY HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW RULES WHICH WOULD MAKE THE LAWS OF ANOTHER JURISDICTION APPLICABLE. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT IN THE FEDERAL OR STATE COURTS OF THE STATE OF NEW YORK COUNTY OF NEW YORK, COUNTY OF SUFFOLK, AND COUNTY OF NASSAU AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT, THE COMPANY HEREBY IRREVOCABLY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS. THE COMPANY FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO THE COMPANY AT ITS ADDRESS SET FORTH IN SECTION 6.6 HEREOF, SUCH SERVICE TO BECOME EFFECTIVE 30 DAYS AFTER SUCH MAILING. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE SECURED PARTY TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW. THE COMPANY HEREBY IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY OF THE AFORESAID ACTIONS OR PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT BROUGHT IN THE COURTS REFERRED TO ABOVE. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by its authorized officer on the day and year first above written.

RED WING PRODUCTS, INC.

By: 
Title: Executive Vice President

THE CHASE MANHATTAN BANK

By: 
Title: Vice President

SCHEDULE A**PATENT MATTERS**

<u>Patent</u>	<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>
Side Sizer System	U.S.	5,687,887	11/18/97
Side Sizer System (Div.)	U.S.	5,950,883	9/14/99

PENDING PATENT APPLICATIONS

<u>Patent</u>	<u>Country</u>	<u>Application No.</u>	<u>Filing Date</u>
Garment Hanger w/ a Coordinate Loop	U.S.	09/075,812	5/11/98
Pinch Grip Hanger	U.S.	09/257,480	2/25/99
Pinch Grip Hanger (Design)	U.S.	29/101,156	2/25/99
Side Sizer System	Canada	2,189,579	11/4/96

REGISTERED TRADEMARKS AND SERVICE MARKS

<u>Trademark/Service Mark</u>	<u>County</u>	<u>Registration No.</u>	<u>Registration Date</u>
SUIT-MATE	U.S.	1,986,233	7/9/99
BRAVO	U.S.	1,997,490	8/27/96
ATLAS	U.S.	2,224,257	2/16/99
SATELLITE	U.S.	2,224,258	2/16/99
HUSKY	U.S.	2,233,991	3/23/99
RED WING (Class 42)	U.S.	1,956,022	2/13/96
RED WING (Class 42)	U.S.	2,040,707	2/25/97

PENDING TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Country</u>	<u>Application No.</u>	<u>Application Date</u>
CUSHION GRIP	U.S.	75/553,512	9/16/98
RED WING	U.S.	75/586,589	11/10/98
HANG SAFE	U.S.	75/586,590	11/10/98
PINCH GRIP	U.S.	75/647,771	2/25/99
HERCULES	U.S.	75/743,074	7/2/99

PATENT COLLATERAL ASSIGNMENT FOR RECORDATION

WHEREAS, RED WING PRODUCTS, INC., a New York corporation ("Company"), having an executive office at 101 Heartland Boulevard, Brentwood, New York 11717 is the owner of all right, title and interest in and to the patent and patent applications set forth on Schedule A attached hereto;

WHEREAS, pursuant to the terms and conditions of the Amended and Restated Patent and Trademark Security Agreement, dated as of the date hereof (the "Patent Agreement"), made by Company in favor of The Chase Manhattan Bank, a New York banking corporation ("Secured Party"), Company is required to grant a security interest in, and lien on, said patents and patent applications to secure the obligations of the Company under the Amended and Restated Revolving Credit Agreement, dated as of the date hereof, by and between the Company and the Secured Party; and

WHEREAS, Company is willing to grant a security interest in, and lien on the patents and patent applications described above to the Secured Party.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the terms and conditions of the Patent Agreement, Company hereby grants to the Secured Party a security interest in and lien on the patents, and patent applications set forth in Schedule A attached hereto.

Executed at Uniondale, New York as of the 23rd day of February, 2000.

RED WING PRODUCTS, INC.

By: _____
Name: V. (Bala) Balakrishnan
Title: Executive Vice President

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On this 23rd day of February, 2000 before me personally came V. (Bala) Balakrishnan, who being duly sworn, did depose and say that he is the Executive Vice President of Red Wing Products, Inc. the corporation which executed the above instrument, and that he signed his name thereto pursuant to the authority granted by Red Wing Products, Inc.

Notary Public

TRADEMARK ASSIGNMENT FOR RECORDATION

WHEREAS, RED WING PRODUCTS, a New York corporation ("Company"), having an executive office at 101 Heartland Boulevard, Brentwood, New York 11717, is the owner of all right, title and interest in and to the trademark and trademark applications set forth on Schedule A attached hereto;

WHEREAS, pursuant to the terms and conditions of the Amended and Restated Patent and Trademark Security Agreement dated as of the date hereof (the "Trademark Agreement") made by Company in favor of The Chase Manhattan Bank, a New York banking corporation ("Secured Party"), Company is required to grant a security interest in, and lien on, said trademarks and trademark applications to secure the obligations of the Company under the Amended and Restated Revolving Credit Agreement, dated as of the date hereof, by and between the Company and the Secured Party; and

WHEREAS, Company is willing to grant a security interest in, and lien on the trademarks and trademark applications described above to the Secured Party.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the terms and conditions of the Trademark Agreement, Company hereby grants to the Secured Party a security interest in and lien on, the trademarks, and trademark applications set forth in Schedule A attached hereto.

Executed at Uniondale, New York as of the 23rd day of February, 2000.

RED WING PRODUCTS, INC.

By: _____
Name: V. (Bala) Balakrishnan
Title: Executive Vice President

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On this 23rd day of February, 2000 before me personally came V. (Bala) Balakrishnan, who being duly sworn, did depose and say that he is the Executive Vice President of Red Wing Products, Inc., the corporation which executed the above instrument, and that he signed his name thereto pursuant to the authority granted by Red Wing Products, Inc.

Notary Public