

01-28-2002

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
01/14/02
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties

Execution Date
Month Day Year

01/14/02

Name AMES TRUE TEMPER, INC.

Formerly _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other _____

Citizenship/State of Incorporation/Organization DELAWARE

Receiving Party

Mark if additional names of receiving parties attached

Name Foothill Capital Corporation

DBA/AKA/TA _____

Composed of _____

Address (line 1) 11111 SANTA MONICA BOULEVARD

Address (line 2) _____

Address (line 3) LOS ANGELES CA 90025
City State/Country Zip Code

- Individual
- General Partnership
- Limited Partnership

- Corporation
- Association

Other _____

Citizenship/State of Incorporation/Organization CALIFORNIA

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 should be attached. (Designation must be a separate document from Assignment.)

01/25/2002 6TON11 00000177 500675 75263232

FOR OFFICE USE ONLY

01 FC:481 40.00 CH
02 FC:482 3000.00 CH

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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. 20231

TRADEMARK
REEL: 002424 FRAME: 0834

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)

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.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

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

Trademark Application Number(s)

Registration Number(s)

SEE ATTACHED	<input type="text"/>	<input type="text"/>
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SEE ATTACHED	<input type="text"/>	<input type="text"/>
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Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

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

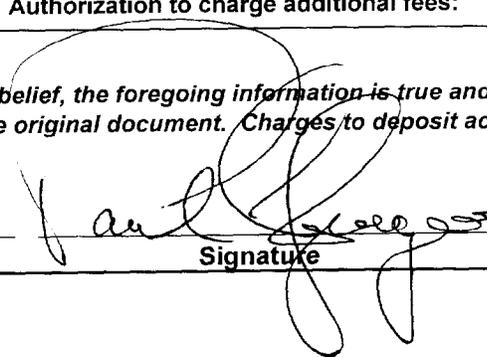
No

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.

PAUL A. JUERGENSEN

Name of Person Signing



Signature

JANUARY 17, 2002

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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Mark if additional numbers attached

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

Trademark Application Number(s)

Registration Number(s)

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RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name

IXL MANUFACTURING COMPANY, INC.

01/14/02

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization MISSOURI

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

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Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

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

Trademark Application Number(s)

Registration Number(s)

AMES TRUE TEMPER, INC. TRADEMARKS

Mark	Country	Application/ Serial No	Registration No
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BRONCO	U.S.	75263232	2284402
BULLDOG & DESIGN	U.S.	75425819	2349291

DOUGLAS	U.S.	72/427355	989919
ECO MASTERS		566952	566952
FIBERPRO	U.S.	74542592	1961051
REEL EASY	U.S.	74685082	2007257
REEL EASY	U.S.	74677253	2056078
STINGER	U.S.	75662535	2332195
SUPERLIGHT	U.S.	75266334	2194946

AMES TRUE TEMPER PROPERTIES, INC.

TRADEMARKS

Mark	Country	Application/ Serial No	Registration No
ACTION HOE	U.S.	73073543	1050526
AMERICAN	U.S.	72248760	826082
AMES & DESIGN	U.S.	71282456	262338
AMES CARANI & DESIGN	U.S.	75058296	2024074
AMES SINCE 1774 & DESIGN	U.S.	72211548	800650
AMES TRUE TEMPER	U.S.	76100239	
AMES TRUE TEMPER & Design	U.S.	76100238	
ASPEN	U.S.	75090797	2047696
AUTO-TRACK	U.S.	75726705	
BANTAM & Design	U.S.	72249196	821115
BIG 10	U.S.	75147708	2110016
BLACK BEAUTY	U.S.	73553032	1385912
BULL DOG	U.S.	71/188613	185969
BULLDOG	U.S.	74727421	2079976
CLEAR CUT	U.S.	76043040	
COMET & DESIGN	U.S.	71243249	237935
COMFORT PLUS	U.S.	74106721	1656019
COURTYARD SERIES	U.S.	75281493	2161842
DECO-GARDEN	U.S.	76161333	
DECO-GARDEN	U.S.	76113928	
DIG-EZY	U.S.	72/455520	988345
DRIVE-EZY	U.S.	72055495	672780
DYNALITE	U.S.	72169084	765040

EARTH TOOLS	U.S.	76278174	
EASY ROLLER	U.S.	74711301	2047129
ECO MASTERS & DESIGN	U.S.	75012511	2003192
FALCON	U.S.	74538264	1900370
FIRE-HARDENED & DESIGN	U.S.	71478736	550339
FOX & DESIGN	U.S.	71188614	185955
FREEZER-MAID & DESIGN	U.S.	72186729	784624
FRESH CUT	U.S.	76326738	
GARANT & DESIGN	U.S.	73528237	1380138
GARDEN SNAKES	U.S.	74640894	2022526
GARD'N'GRIP	U.S.	76347968	
GRAIN HOG	U.S.	73527590	1365261
GREENHOUSE SERIES	U.S.	75281491	2161841
GREENSWEEP	U.S.	72433285	0964130
GROMASTER	U.S.	73699739	1493926
GROMASTER & DESIGN	U.S.	73699738	1494847
GROMASTER SERIES	U.S.	75281492	2197412
GROVE-LOC & DESIGN	U.S.	72128620	735621
GROW AMERICA	U.S.	75058294	2138181
HOSE KING & DESIGN	U.S.	73771875	1564559
JACKSON	U.S.	72093611	0708354
JACKSON	U.S.	72093612	0708388
JACKSON BLUE MAX	U.S.	75859395	2495585
JET ROCKET	U.S.	72128487	745386
KNOX-ALL & DESIGN	U.S.	71166645	173433
KODIAK	U.S.	73699359	1505621
LANDSCAPER TOUGH	U.S.	74400257	1829212
LAWN BUDDY	U.S.	76320209	
LAWN-GROOM	U.S.	72175423	788994
LEVEL BEST	U.S.	75283323	2200563
LONG JOHN	U.S.	72216179	800656
LYNX	U.S.	73699360	1507860
MASTER SERIES	U.S.	74-323,955	1886520
MIRACLE	U.S.	73228793	1222391
MONGOOSE RAKE & DESIGN	U.S.	75055893	2027150
NATURE'S EDGE	U.S.	76208741	
NORDIC	U.S.	75681207	2413629
NURSERY SERIES	U.S.	75281490	2183136
PEERLESS-RAM	U.S.	72455521	1022292
PLANT IT EARTH	U.S.	78051953	
PONY & DESIGN	U.S.	17669519	0607255

POWER SURGE	U.S.	75/425938	2232088
PRONTO	U.S.	74376272	1887760
RAKE GATHER & GO	U.S.	75839716	2408455
RAKE IT UP	U.S.	76148945	
RED EDGE & DESIGN	U.S.	71134285	138887
REELEASY & DESIGN	U.S.	75263231	2508296
ROTO-EDGER & DESIGN	U.S.	71632291	576045
SAFETY SLEEVE	U.S.	76304055	
SHARK ATTACK	U.S.	75061300	2102150
SIMU-SLATE	U.S.	78053993	
SITE SAFE	U.S.	75283324	2200564
SNAKE RAKE	U.S.	74640895	2025989
SNOW HAWK	U.S.	75739529	2405654
SNOZONE	U.S.	75236579	2181460
STEEL*LITE	U.S.	72455519	996374
STINGER & DESIGN	U.S.	74033101	1620874
STINGER & DESIGN	U.S.	74259043	1727082
STONE EDGE	U.S.	78053451	
SUPER "D" & DESIGN	U.S.	73364637	1257581
SUPER "D" & DESIGN	U.S.	73546678	1388352
THERMO-WRAP	U.S.	75428612	2324882
TOOL TAXI	U.S.	74542790	1952421
TOTAL CONTROL	U.S.	75448571	2336658
TREADSTEP	U.S.	75928494	2438415
TRUE AMERICAN	U.S.	75291427	2257714
TRUE CUT	U.S.	76208949	
TRUE TEMPER & DESIGN	U.S.	71279523	0260024
TRUE TEMPER	U.S.	71310276	0283564
TRUE TEMPER	U.S.	75366798	2205580
TRUE TEMPER BASICS	U.S.	74531382	1943548
TRUE TEMPER CLASSIC PLUS	U.S.	74415133	1869244
TRUE TEMPER EZ2HANDLE	U.S.	75809652	2450140
TRUE TEMPER FLAT FREE	U.S.	76012394	2481931
TRUE TEMPER GARDENER	U.S.	78053783	

TRUE TEMPER HARDWARE REAL TOOLS FOR KIDS	U.S.	74141096	1704585
TRUE TEMPER TIMBERLAND & DESIGN	U.S.	74665805	2011519

IXL MANUFACTURING COMPANY, INC.

TRADEMARKS

Mark	Serial No	Registration No.
Select-A-Fit	74-327,177	1,805,117
Yellowjacket Brand & Design	251,697	1,340,745
Poly-Punch	75-298,236	2,246,576
Tradesman	75-395,964	2,296,733
Red Knight	327,651	1,202,761
White Knight & Design	370,022	1,248,376
Green Knight & Design	370,020	1,253,789
H Genuine Hickory & Design	71-189405	183,848
Crusader	74-617628	1,939,942
The IXL Group & Design	74-441,946	1,925,084

ATT ACQUISITION PARTNERSHIP TRADEMARKS

Mark	Country	Application/ Serial Number	Registration No
DELTA & Design	U.S.	74612894	1945508
ERGO-CONCEPT	U.S.	74398919	1981358

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of January 14, 2002 is made by **AMES TRUE TEMPER, INC.**, a Delaware corporation ("ATT"), **IXL MANUFACTURING COMPANY, INC.**, a Missouri corporation ("IXL" and together with ATT, each a "Borrower" and collectively, jointly and severally, the "Borrowers"), and **AMES TRUE TEMPER PROPERTIES, INC.**, a Michigan corporation ("Properties" and together with the Borrowers, each a "Debtor" and collectively, jointly and severally, the "Debtors"), in favor of **FOOTHILL CAPITAL CORPORATION**, a California corporation, as the arranger and administrative agent for the Lenders ("Secured Party").

RECITALS

A. ATT Holding Co., a Delaware corporation ("Parent"), the Borrowers and the Lender Group have entered into that certain Loan and Security Agreement, of even date herewith (as amended, restated, modified, renewed or extended from time to time, the "Loan Agreement"), pursuant to which the Lender Group has agreed to make certain financial accommodations to the Borrowers, and pursuant to which the Borrowers have granted to Secured Party for the benefit of the Lender Group security interests in (among other things) all or substantially all of the general intangibles of the Borrowers.

B. Properties has guaranteed the repayment of the obligations under the Loan Agreement pursuant to a Guaranty, of even date herewith, made by Properties, Parent and certain other subsidiaries of Parent in favor of Secured Party for the benefit of the Lender Group and has granted to Secured Party for the benefit of the Lender Group security interests in (among other things) all or substantially all of the general intangibles of Properties pursuant to a Guarantor Security Agreement, of even date herewith, made by Properties and Parent in favor of Secured Party for the benefit of the Lender Group.

C. Pursuant to the Loan Agreement and as one of the conditions precedent to the obligations of the Secured Party and the Lenders under the Loan Agreement, each of the Debtors have agreed to execute and deliver this Agreement to the Secured Party for filing with the PTO and with any other relevant recording systems in any domestic jurisdiction, and as further evidence of and to effectuate the Secured Party's existing security interests in the trademarks and other general intangibles described herein.

ASSIGNMENT

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, each Debtor hereby agrees in favor of the Secured Party as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Borrower" and "Borrowers" shall have the meaning ascribed to such terms in the introductory paragraph of this Agreement.

"Debtor" and "Debtors" shall have the meaning ascribed to such terms in the introductory paragraph of this Agreement.

"Event of Default" means any Event of Default under the Loan Agreement.

"Lender Group" means, individually and collectively, each of the Lenders and Secured Party.

"Lenders" means, individually and collectively, each of the financial institutions identified on the signature pages of the Loan Agreement, and any other Person made a party thereto in accordance with the provisions of Section 14 thereof (together with their respective successors and assigns).

"Proceeds" means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral, including "proceeds" as defined in UCC Section 9-102(a)(64), all insurance proceeds, and all proceeds of Proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of any Debtor, from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of any Debtor from time to time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to any Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral or for or on account of any damage or injury to or conversion of any Trademark Collateral by any Person.

"PTO" means the United States Patent and Trademark Office and any successor thereto.

"Secured Obligations" shall mean, with respect to each Debtor, all liabilities, obligations, or undertakings owing by such Debtor to the Lender Group of any kind or description arising out of or outstanding under, advanced or issued pursuant to, or evidenced by the Loan Agreement, any of the other Loan Documents, or this Agreement, irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, voluntary or involuntary, whether now existing or hereafter arising, and including all interest (including interest that accrues after the filing of a case under the Bankruptcy Code) and any and all costs, fees (including attorneys fees), and expenses which such Debtor is required to pay pursuant to any of the foregoing, by law, or otherwise.

"Secured Party" shall have the meaning ascribed to such term in the introductory paragraph of this Agreement.

"Trademark Collateral" has the meaning set forth in Section 2.

"Trademarks" has the meaning set forth in Section 2.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of New York.

"United States" and "U.S." each mean the United States of America.

(b) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings ascribed to them in the UCC.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears.

(ii) The words "hereof," "herein," "hereto," "hereunder" and the like mean and refer to this Agreement as a whole and not merely to the specific Section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation."

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent amendments, restatements, supplements, refinancings, renewals, extensions, and other modifications thereto and thereof.

(vi) References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

(vii) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(viii) Capitalized words not otherwise defined herein shall have the respective meanings assigned to them in the Loan Agreement.

(ix) In the event of a direct conflict between the terms and provisions of this Agreement and the Loan Agreement, it is the intention of the parties hereto that both such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of the Loan Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of any Debtor and supplemental rights and remedies in favor of the Secured Party for the benefit of the Lender Group (whether under New York law or applicable federal law), in each case in respect of the Trademark Collateral, shall not be deemed a conflict with the Loan Agreement.

2. Security Interest.

(a) Assignment and Grant of Security in respect of the Secured Obligations. To secure the prompt payment and performance of the Secured Obligations, each Debtor hereby grants, assigns, transfers and conveys to the Secured Party for the benefit of the Lender Group a continuing, first priority security interest in all of such Debtor's right, title and interest in and to the following property, whether now existing or hereafter acquired or arising and whether registered or unregistered (collectively, the "Trademark Collateral"):

(i) all common law, state and federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, Internet domain names, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by such Debtor, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States (but excluding each application to register any trademark, service mark, or other mark prior to the filing under applicable law of a verified and accepted Statement of Use (or the equivalent) for such trademark or service mark) and all extensions or renewals thereof, including without limitation any of the foregoing identified on Schedule A hereto and any and all variations thereof (as such schedule may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in the name of the applicable Debtor or in the name of the Secured Party or in the name of the Secured Party for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles (as defined in the UCC) related to or arising out of any of the Trademarks and all the goodwill of the Debtors' business symbolized by the Trademarks or associated therewith; and

(iv) all Proceeds of any and all of the foregoing.

(b) Continuing Security Interest. Each Debtor hereby agrees that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 18.

(c) Incorporation into Loan Agreement. This Agreement shall be fully incorporated into the Loan Agreement and all understandings, agreements and provisions contained in the Loan Agreement shall be fully incorporated into this Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the Collateral in the Loan Agreement.

(d) Licenses. Anything in the Loan Agreement or this Agreement to the contrary notwithstanding, each Debtor may grant non-exclusive licenses of the Trademark Collateral (subject to the security interest of the Secured Party therein) in the ordinary course of business consistent with past practice.

3. Further Assurances; Appointment of the Secured Party as Attorney-in-Fact.

Each Debtor at its expense shall execute and deliver, or cause to be executed and delivered, to the Secured Party for the benefit of the Lender Group any and all documents and instruments, in form and substance satisfactory to the Secured Party, and take any and all action, which the Secured Party, in the exercise of its Permitted Discretion, may request from time to time, to perfect and continue the perfection or to maintain the priority of, or provide notice of the security interest in, or maintain, preserve and protect the Trademark Collateral held by the Secured Party for the benefit of the Lender Group and to accomplish the purposes of this Agreement. Each Debtor hereby irrevocably constitutes and appoints the Secured Party (and any of the Secured Party's officers or employees or agents designated by the Secured Party) as such Debtor's true and lawful attorney-in-fact with full power and authority (i) if any Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by the Secured Party in accordance with the foregoing, the Secured Party shall have the right, in the name of such Debtor, or in the name of the Secured Party or otherwise, without notice to or assent by such Debtor, to sign the name of such Debtor on all or any of such documents or instruments and perform all other acts that the Secured Party in the exercise of its Permitted Discretion deems necessary or advisable in order to perfect or continue the perfection of, maintain the priority or enforceability of or provide notice of the security interest in the Trademark Collateral held by the Secured Party for the benefit of the Lender Group, and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of such Debtor, which the Secured Party, in the exercise of its Permitted Discretion, may deem necessary or advisable to perfect or continue the perfection of, maintain the priority or enforceability of, provide notice of the security interest in the Trademark Collateral held by the Secured Party or maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including (A) after the occurrence and during the continuance of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) after the occurrence and during the continuance of any Event of Default, to assert or retain any rights under any license agreement for any of the Trademark Collateral, including any rights of such Debtor arising under Section 365(n) of the Bankruptcy Code, and (C) after the occurrence and during the continuance of any

Event of Default, to execute any and all applications, documents, papers and instruments for the Secured Party to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 18.

4. Representations and Warranties. Each Debtor jointly and severally represents and warrants to each member of the Lender Group, as follows:

(a) No Other Trademarks. Schedule A sets forth a true and correct list of all of the existing Trademarks that are registered, or for which any application for registration has been filed with the PTO or any corresponding or similar trademark office of any other U.S. jurisdiction, and that are owned or held (whether pursuant to a license or otherwise) and used by such Debtor.

(b) Trademarks Subsisting. Each of the Trademarks listed on Schedule A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of such Debtor's knowledge, each of the Trademarks set forth on Schedule A is valid and enforceable.

(c) Ownership of Trademark Collateral; No Violation. (i) Such Debtor has rights in and good and defensible title to its interests in the existing Trademark Collateral, (ii) with respect to the Trademark Collateral shown on Schedule A hereto as owned by it, such Debtor is the sole and exclusive owner thereof, free and clear of any Liens and rights of others (other than Permitted Liens), including licenses, registered user agreements and covenants by such Debtor not to sue third persons, and (iii) with respect to any Trademarks for which such Debtor is either a licensor or a licensee pursuant to a license or licensing agreement regarding such Trademark, each such license or licensing agreement is in full force and effect, such Debtor is not in default of any of its obligations thereunder and, other than (A) the parties to such licenses or licensing agreements, or (B) in the case of any non-exclusive license or license agreement entered into by such Debtor or any such licensor regarding such Trademark, the parties to any other such non-exclusive licenses or license agreements entered into by such Debtor or any such licensor with any other Person, no other Person has any rights in or to any of the Trademark Collateral. To the best of each Debtor's knowledge, the past, present and contemplated future use of the Trademark Collateral by such Debtor has not, does not and will not infringe upon or violate any right, privilege or license agreement of or with any other Person.

(d) No Infringement. To each Debtor's knowledge, (i) no material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any Person, and (ii) the past, present, and contemplated future use of the Trademark Collateral by such Debtor has not, does not and will not infringe upon or violate any right, privilege, or license agreement of or with any other Person.

(e) Powers. Each Debtor has the unqualified right, power and authority to pledge and to grant to the Secured Party a security interest in all of its Trademark Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance

with the terms of this Agreement, without the consent or approval of any other Person except as already obtained.

5. Covenants. Each Debtor covenants that so long as this Agreement shall be in effect, each such Debtor shall:

(a) Compliance with Law. Comply, in all material respects, with all applicable statutory and regulatory requirements in connection with any and all of the Trademark Collateral and give such notice of trademark, prosecute such material claims, and do all other acts and take all other measures which, in such Debtor's reasonable business judgment, may be necessary or desirable to preserve, protect and maintain such Trademark Collateral and all of such Debtor's rights therein, including diligently prosecute any material trademark application pending as of the date of this Agreement or thereafter;

(b) Compliance with Agreement. Comply with each of the terms and provisions of this Agreement, the Loan Agreement, and the other Loan Documents, and not enter into any agreement (for example, a license agreement) which is inconsistent with the obligations of such Debtor under this Agreement without the Secured Party's prior written consent; and

(c) Lien Protection. Not permit the inclusion in any contract to which such Debtor becomes a party of any provision that could or might impair or prevent the creation of security interests in favor of the Secured Party, for the benefit of the Lender Group, in such Debtor's rights and interest in the Trademark and the Trademark Collateral, and each such Debtor will promptly give the Secured Party written notice of the occurrence of any event that could have a material adverse effect on any of the Trademark or the Trademark Collateral, including any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks for which such Debtor is a licensee.

6. Future Rights. For so long as any of the Secured Obligations shall remain outstanding, or, if earlier, until the Secured Party shall have released or terminated, in whole but not in part, its interest in the Trademark Collateral, if and when any Debtor shall obtain rights to any new Trademarks, or any reissue, renewal or extension of any Trademarks, the provisions of Section 2 shall automatically apply thereto and the applicable Debtor shall give to the Secured Party prompt notice thereof. Each Debtor shall do all things deemed necessary or advisable by the Secured Party in the exercise of its Permitted Discretion to ensure the validity, perfection, priority and enforceability of the security interests of the Secured Party in such future acquired Trademark Collateral. If any Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by the Secured Party in connection herewith, each Debtor hereby authorizes the Secured Party to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on such Debtor's behalf and as its attorney-in-fact to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

7. Duties of the Secured Party. Notwithstanding any provision contained in this Agreement, neither the Secured Party nor any other member of the Lender Group shall have a duty to exercise any of the rights, privileges or powers afforded to it, nor be responsible to the

Debtors or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by the Secured Party or any other member of the Lender Group hereunder or in connection herewith, neither the Secured Party nor any other member of the Lender Group shall have a duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral.

8. [Intentionally Omitted]

9. Remedies. From and after the occurrence and during the continuation of an Event of Default, the Secured Party shall have all rights and remedies available to it under the Loan Agreement, any other Loan Documents and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral or any other Collateral. Each Debtor hereby agrees that such rights and remedies include the right of the Secured Party as a secured party to sell or otherwise dispose of the Trademark Collateral after default, pursuant to UCC Section 9-610. Each Debtor hereby agrees that the Secured Party shall at all times have such royalty-free licenses, to the extent permitted by law and the Loan Documents, for any Trademark Collateral that is reasonably necessary to permit the exercise of any of the Secured Party's rights or remedies upon or after the occurrence of (and during the continuance of) an Event of Default with respect to (among other things) any tangible asset of such Debtor in which the Secured Party has a security interest, including the Secured Party's rights to sell inventory, tooling or packaging which is acquired by such Debtor (or its successor, assignee or trustee in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, the Secured Party shall have the right but shall in no way be obligated to bring suit, or to take such other action as the Secured Party deems necessary or advisable, in the name of any Debtor or the Secured Party, to enforce or protect any of the Trademark Collateral, in which event any such Debtor shall, at the request of the Secured Party, do any and all lawful acts and execute any and all documents required by the Secured Party in aid of such enforcement. To the extent that the Secured Party shall elect not to bring suit to enforce such Trademark Collateral after the occurrence and during the continuation of an Event of Default, the applicable Debtor agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violations thereof by others and for that purpose agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation.

10. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by each of the Debtors and the Secured Party and their respective successors and assigns.

11. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

12. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, except to the extent the validity or perfection of the security interests hereunder in respect of any Trademark Collateral are governed by federal law, in which case such choice of New York law shall not be deemed to deprive the Secured Party of such rights and remedies as may be available under federal law.

13. Entire Agreement; Amendment. This Agreement and the Loan Agreement, together with the Schedules hereto and thereto, contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties as provided in the Loan Agreement. Notwithstanding the foregoing, the Secured Party may reexecute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof.

14. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

15. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

16. Loan Agreement. Each Debtor acknowledges that the rights and remedies of the Secured Party held for the benefit of the Lender Group with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement and all such rights and remedies are cumulative.

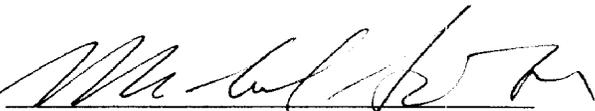
17. No Inconsistent Requirements. Each Debtor acknowledges that this Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and each Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

18. Termination. Upon the payment and performance in full in cash of the Secured Obligations, including the cash collateralization, expiration, or cancellation of all Secured Obligations, if any, consisting of letters of credit, and the full and final termination of any commitment to extend any financial accommodations under the Loan Agreement, this Agreement shall terminate, and the Secured Party shall execute and deliver such documents and instruments and take such further action reasonably requested by the Debtors and at the Debtors' expense, as shall be reasonably necessary to evidence termination of the security interests granted by the Debtors to the Secured Party for the benefit of the Lender Group.

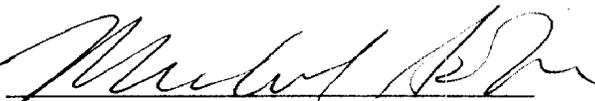
[Signature page follows]

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

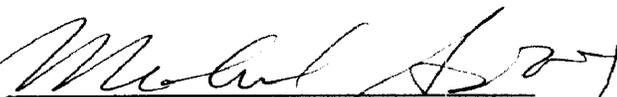
AMES TRUE TEMPER, INC.,
a Delaware corporation

By: 
Title: Authorized Signatory

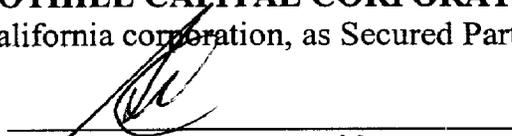
IXL MANUFACTURING COMPANY, INC.,
a Missouri corporation

By: 
Title: Authorized Signatory

AMES TRUE TEMPER PROPERTIES, INC.,
a Michigan corporation

By: 
Title: Authorized Signatory

FOOTHILL CAPITAL CORPORATION,
a California corporation, as Secured Party

By: 
Name: STEPHEN CARLL
Title: V.P.

STATE OF New York)
) ss
COUNTY OF New York)

On January 14, 2002, before me, Denise Maria Dawson, Notary Public, personally appeared Michael Solot, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Denise Maria Dawson
Signature

DENISE MARIA DAWSON
Notary Public, State Of New York
No. 01DA5018503
Qualified In New York County
Commission Expires September 27, 2005

[SEAL]

STATE OF New York)
) ss
COUNTY OF New York)

On January 14, 2002, before me, Denise Maria Dawson, Notary Public, personally appeared Stephen Carl, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity(~~ies~~) upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

DENISE MARIA DAWSON
Notary Public, State Of New York
No. 01DA5018503
Qualified In New York County
Commission Expires September 27, 2005

Denise Maria Dawson
Signature

[SEAL]

SCHEDULE A
to the Trademark Security Agreement

See attached.

AMES TRUE TEMPER, INC. TRADEMARKS

Mark	Country	Application/ Serial No	Registration No
AMES & DESIGN	MEXICO		
AMES & DESIGN	PHILIPPINE	103943	
AMES & DESIGN	CHILE	406076	525882
AMES SINCE 1774 & DESIGN	FINLAND	6120/95	207782
AMES & DESIGN	ISRAEL		101555
AMES LAWN AND GARDEN TOOLS	MEXICO	183587	647507
AMES SINCE 1774 & DESIGN	CHILE	525883	525883
AMES SINCE 1774 & DESIGN	COSTA RICA	136082	967702
AMES SINCE 1774 & DESIGN	FRANCE	95/593794	95593794
AMES SINCE 1774 & DESIGN	JAPAN	113790/1995	4344695
BADGER	DENMARK	4445/84	2821/85
BADGER	FRANCE	1282527	1282527
BADGER	GERMANY	T23706/8WZ	1076555
BADGER	GREAT BRITAIN	1370913	1370913
BADGER	IRELAND	2498/84	113157
BADGER	NORWAY	842839	121414
BADGER	SWEDEN	84-5868	195240
BADGER	SWITZERLA ND	4399	335698
BADGER & DESIGN	GREAT BRITAIN	855152	855152
BADGER & DESIGN	GREAT BRITAIN	1370717	1370717
DESIGN ONLY	GREAT BRITIAN	1370997	1370997
BADGER (DESIGN)	GREAT BRITIAN	1371416	1371416
BADGER DESIGN	IRELAND	494/89	130894
BANTAM & DESIGN	BRAZIL	6995357	1272
BRONCO	U.S.	75263232	2284402
BULLDOG & DESIGN	U.S.	75425819	2349291
CYCLONE	NEW ZELAND		83515
CYCLONE	NEW ZELAND		83702
DARBY	BENELUX	52193	403205
DARBY	FRANCE	712595	1282495
DARBY	GERMANY	T23705/8WZ	1076554
DARBY	IRELAND	2499/84	114673
DARBY	SWITZERLA ND	4400	335699

DOUGLAS	U.S.	72/427355	989919
DYNALITE	BRAZIL	6995314	1232
DYNALITE	CANADA	216512	UCA50379
ECO MASTERS	MEXICO	566952	566952
FIBERPRO	U.S.	74542592	1961051
FIRE-HARDENED	BRAZIL	6995365	1272
FOX	AUSTRALIA	A27397	A27397
FOX	NEW	16589	16589
	ZELAND		
FOX & DESIGN	CANADA	484256	A23002
JACKSON	MALAYSIA	MA/2255/87	87002255
POWER COLLAR	IRELAND	942062	161965
POWER STEP	IRELAND	92/2441	B152820
REEL EASY	CANADA	0816531	551491
REEL EASY	CTM	854950	854950
REEL EASY	U.S.	74685082	2007257
REEL EASY	U.S.	74677253	2056078
REEL EASY & DESIGN	CANADA	1085286	
STINGER	U.S.	75662535	2332195
SUPERLIGHT	U.S.	75266334	2194946
T T & DESIGN	DENMARK	2942/66	1400/67
T T TRUE TEMPER	DENMARK	02864/67	02864/67
TOOL TAXI	MEXICO	205240	487330
TRUE TEMPER	ARGENTINA	1726135	1385945
TRUE TEMPER	ARGENTINA	1726137	1385946
TRUE TEMPER	AUSTRALIA	454742	454742
TRUE TEMPER	AUSTRALIA	454740	454740
TRUE TEMPER	BRAZIL	39054/78	006999670
TRUE TEMPER	DENMARK	303/1907	303/1907
TRUE TEMPER	DENMARK	01043-1937	01043-1937
TRUE TEMPER & DESIGN	BENELUX	490157	111247
TRUE TEMPER & DESIGN	GREAT	1370727	1370727
	BRITAIN		
TRUE TEMPER & DESIGN	ITALY	3140 2001 MI	
TRUE TEMPER	INDONESIA	AM/0283	242503
TRUE TEMPER	IRELAND	1031/67	B73177
TRUE TEMPER	IRELAND	1479/84	A114959
TRUE TEMPER	JAPAN	02-068606	2537153
TRUE TEMPER	MALAYSIA	MA/2260/87	10/15/1998
TRUE TEMPER	MEXICO	3371	132359
TRUE TEMPER	SINGAPORE	S/2808/87	2808/87
TRUE TEMPER	SINGAPORE	S/2810/87	2810/87
TRUE TEMPER & DESIGN	SPAIN	513612	513612
TRUE TEMPER & DESIGN	SWEDEN	91-6288	253225
TRUE TEMPER	THAILAND	343494	64507
TRUE TEMPER	THAILAND	343497	64455
TRUE TEMPER	THAILAND	343495	64509
TRUE TEMPER	THAILAND		118533
TRUE TEMPER	THAILAND		118599
TRUE TEMPER & DESIGN	SPAIN	513611	513611
TRUE TEMPER & DESIGN	FRANCE	1481426	1481426
TRUE TEMPER	NORWAY	915477	157334

TRUE TEMPER BASICS	MEXICO	20279	485978
TRUE TEMPER	NORWAY	872524	137884
TT & DESIGN	NORWAY	90075	73037
TT & DESIGN	SWEDEN	91-6289	253226
TT & Design	VENEZUELA	4185	53646

AMES TRUE TEMPER PROPERTIES, INC.

TRADEMARKS

Mark	Country	Application/ Serial No	Registration No
ALPINE	CANADA	874113	530150
ACTION HOE	U.S.	73073543	1050526
AMERICAN	U.S.	72248760	826082
AMES	CANADA	0712229	531596
AMES & DESIGN	U.S.	71282456	262338
AMES & DESIGN	CANADA	712230	538278
AMES CARANI & DESIGN	U.S.	75058296	2024074
AMES SINCE 1774 & DESIGN	U.S.	72211548	800650
AMES SINCE 1774 & DESIGN	NORWAY	95/67365	182235
AMES SINCE 1774 & DESIGN	SWEDEN	95/12357	323479
AMES SINCE 1774 & DESIGN	BENELUX	858034	588763
AMES SINCE 1774 & DESIGN	GERMANY	39543404.1	39543404
AMES SINCE 1774 & DESIGN	GREAT BRITAIN	2042675	2042675
AMES TRUE TEMPER	U.S.	76100239	
AMES TRUE TEMPER & Design	U.S.	76100238	
ASPEN	U.S.	75090797	2047696
AUTO-TRACK	U.S.	75726705	
AUTO TRACK	CANADA	1019237	
BANTAM & Design	U.S.	72249196	821115
BIG 10	U.S.	75147708	2110016
BIG 10	CANADA	0829335	520504
BIG 8	CANADA	0829334	520496
BLACK BEAUTY	U.S.	73553032	1385912
BLACK BEAUTY	CANADA	731485	434308
BLACK CAT	CANADA	382362	211834
BLUE MAX	CANADA	868922	541805
BULL DOG	U.S.	71/188613	185969
BULLDOG	U.S.	74727421	2079976
BULL DOG	CANADA	0059788	TMDA 012160
CLEAR CUT	U.S.	76043040	
COMET & DESIGN	U.S.	71243249	237935
COMFORT PLUS	U.S.	74106721	1656019
COMFORT PLUS	CANADA	731489	434310
COURTYARD SERIES	U.S.	75281493	2161842
DECO-GARDEN	U.S.	76161333	
DECO-GARDEN	U.S.	76113928	
DECO-GARDEN	CANADA	1099213	
DIG-EZY	U.S.	72/455520	988345
DIG-EZY	CANADA	733254	434317
DRIVE-EZY	U.S.	72055495	672780
DYNALITE	U.S.	72169084	765040

EARTH TOOLS	U.S.	76278174	
EASY ROLLER	U.S.	74711301	2047129
ECO MASTERS & DESIGN	U.S.	75012511	2003192
FALCON	U.S.	74538264	1900370
FOX	CANADA	382360	210621
FIRE-HARDENED & DESIGN	U.S.	71478736	550339
FOX & DESIGN	U.S.	71188614	185955
FREEZER-MAID & DESIGN	U.S.	72186729	784624
FRESH CUT	U.S.	76326738	
GARANT & DESIGN	U.S.	73528237	1380138
GARDEN SNAKES	U.S.	74640894	2022526
GARD'N'GRIP	U.S.	76347968	
GARD'N'GRIP	CANADA	683031	442974
GRAIN HOG	U.S.	73527590	1365261
GRAIN HOG	CANADA	731488	438385
GREENHOUSE SERIES	U.S.	75281491	2161841
GREENSWEEPER	U.S.	72433285	0964130
GREENSWEEPER	CANADA	731423	434488
GROMASTER	U.S.	73699739	1493926
GROMASTER & DESIGN	U.S.	73699738	1494847
GROMASTER SERIES	U.S.	75281492	2197412
GROVE-LOC & DESIGN	U.S.	72128620	735621
GROOVE-LOC	CANADA	268048	135115
GROW AMERICA	U.S.	75058294	2138181
HOSE KING & DESIGN	U.S.	73771875	1564559
HOSE KING & DESIGN	CANADA	731484	440507
JACKSON	U.S.	72093611	0708354
JACKSON	U.S.	72093612	0708388
JACKSON BLUE MAX	U.S.	75859395	2495585
JET ROCKET	U.S.	72128487	745386
LEVEL BEST	CANADA	847392	538792
KNOX-ALL & DESIGN	U.S.	71166645	173433
KODIAK	U.S.	73699359	1505621
LANDSCAPER TOUGH	U.S.	74400257	1829212
LAWN BUDDY	U.S.	76320209	
LAWN-GROOM	U.S.	72175423	788994
LEVEL BEST	U.S.	75283323	2200563
LONG JOHN	U.S.	72216179	800656
LYNX	U.S.	73699360	1507860
MASTER SERIES	U.S.	74-323,955	1886520
MIRACLE	U.S.	73228793	1222391
MIRACLE	CANADA	731487	445546
MONGOOSE RAKE & DESIGN	U.S.	75055893	2027150
MOOSE	CANADA	382361	210381
NATURE'S EDGE	U.S.	76208741	
NATURE'S EDGE	CANADA	1097605	
NORDIC	U.S.	75681207	2413629
NORDIC	CANADA	1011809	
NURSERY SERIES	U.S.	75281490	2183136
PEERLESS-RAM	U.S.	72455521	1022292
PLANT IT EARTH	U.S.	78051953	
PONY & DESIGN	U.S.	17669519	0607255

PONY	CANADA	0731486	434309
POWER STEP	CANADA	706670	462065
POWER SURGE	U.S.	75/425938	2232088
POWER SURGE	CANADA	829338	520503
PRONTO	U.S.	74376272	1887760
RAKE GATHER & GO	U.S.	75839716	2408455
RAKE GATHER & GO	CANADA	866763	540012
RAKE IT UP	U.S.	76148945	
RED EDGE & DESIGN	U.S.	71134285	138887
REELEASY & DESIGN	U.S.	75263231	2508296
REEL EASY & DESIGN	GREAT	2165250	2165250
	BRITIAN		
ROTO-EDGER & DESIGN	U.S.	71632291	576045
SAFETY SLEEVE	U.S.	76304055	
SHARK ATTACK	U.S.	75061300	2102150
SIMU-SLATE	U.S.	78053993	
SIMU-SLATE	CANADA	1097608	
SITE SAFE	U.S.	75283324	2200564
SITE SAFE	CANADA	0847390	538794
SITE SAFE	CANADA	872463	540197
SNAKE RAKE	U.S.	74640895	2025989
SNOW HAWK	U.S.	75739529	2405654
SNOZONE	U.S.	75236579	2181460
STEEL*LITE	U.S.	72455519	996374
STINGER & DESIGN	U.S.	74033101	1620874
STINGER	CANADA	1009829	
STINGER & DESIGN	U.S.	74259043	1727082
STINGER & DESIGN	CANADA	0731503	440294
STONE EDGE	U.S.	78053451	
STONE EDGE	CANADA	1097604	
STURD E	CANADA	123809	37623
SUPER "D"	CANADA	608721	355357
SUPER "D" & DESIGN	U.S.	73364637	1257581
SUPER "D" & DESIGN	U.S.	73546678	1388352
THERMO-WRAP	U.S.	75428612	2324882
TOOL TAXI	U.S.	74542790	1952421
TOTAL CONTROL	U.S.	75448571	2336658
TREADSTEP	U.S.	75928494	2438415
TRUE AMERICAN	U.S.	75291427	2257714
TRUE CUT	U.S.	76208949	
TRUE CUT	CANADA	1097606	
TRUE TEMPER & DESIGN	U.S.	71279523	0260024
TRUE TEMPER	U.S.	71310276	0283564
TRUE TEMPER	U.S.	75366798	2205580
TRUE TEMPER	THAILAND		64456
TRUE TEMPER	THAILAND		64454
TRUE TEMPER BASICS	U.S.	74531382	1943548
TRUE TEMPER CLASSIC PLUS	U.S.	74415133	1869244
TRUE TEMPER EZ2HANDLE	U.S.	75809652	2450140
TRUE TEMPER FLAT FREE	U.S.	76012394	2481931
TRUE TEMPER GARDENER	U.S.	78053783	

TRUE TEMPER HARDWARE REAL TOOLS FOR KIDS	U.S.	74141096	1704585
TRUE TEMPER TIMBERLAND & DESIGN	U.S.	74665805	2011519
TT & DESIGN	U.S.	72170241	770296
T T & DESIGN	CANADA	0814919	137619
T T	FINLAND	2746/66	51997
TOTAL CONTROL	CANADA	874337	544007
TRED STEP	CANADA	874338	544014
TRUE-CUT	CANADA	0868921	542819
TRUE TEMPER & DESIGN	DENMARK	04970/91	793-1993
TRUE TEMPER	FINLAND	2745/66	50733
TRUE TEMPER & DESIGN	GERMANY	101553	101553
TRUE TEMPER & DESIGN	SWITZERLA ND	35504	355504
TRUE TEMPER & DESIGN	DENMARK	04971/91	794-1993
TRUE TEMPER	GERMANY	T32112/8WZ	2052057
TRUE TEMPER BASICS	CANADA	755926	478048
TRUE TEMPER & DESIGN	CANADA	146814	49932
TRUE TEMPER GARDENER	CANADA	1097607	
TT & DESIGN	CANADA	08/491,900	137619
TT & DESIGN	SWITZERLA ND	397113	397113
YUKON	CANADA	874112	543346

IXL MANUFACTURING COMPANY, INC.

TRADEMARKS

Mark	Serial No	Registration No.
Select-A-Fit	74-327,177	1,805,117
Yellowjacket Brand & Design	251,697	1,340,745
Poly-Punch	75-298,236	2,246,576
Tradesman	75-395,964	2,296,733
Red Knight	327,651	1,202,761
White Knight & Design	370,022	1,248,376
Green Knight & Design	370,020	1,253,789
H Genuine Hickory & Design	71-189405	183,848
Crusader	74-617628	1,939,942
The IXL Group & Design	74-441,946	1,925,084

ATT ACQUISITION PARTNERSHIP TRADEMARKS

Mark	Country	Application/ Serial Number	Registration No
BLIZZARD	CANADA	723219	TMA430722
BLUE DIAMOND	CANADA	0764189	TMA452754
COMFORT & Design	CANADA	0721157	TMA422801
COUGAR & Design	CANADA	0790954	TMA488176
DELTA & Design	U.S.	74612894	1945508
DELTA & Design	CANADA	0722306	TMA432352
ERGO-CONCEPT	U.S.	74398919	1981358
ERGO-CONCEPT	CANADA	0727453	TMA428689
FEATHER LIGHT & Design	CANADA	0753184	TMA482893
GARANT & Design	CANADA	0562924	TMA629320
GARDEN CARE & Design	CANADA	0740606	TMA474555
GRIZZLY & Design	CANADA	0783389	TMA467623
IDEAL	CANADA	0720167	TMA422029
KODIAK & Design	CANADA	0659291	TMA426406
LES PETITS JARDINIERS	CANADA	0706544	TMA438995
LYNX	CANADA	0575197	TMA374352
METEOR	CANADA	0720161	TMA422028
SUPER LEGER & Design	CANADA	0753186	TMA467181

AMES TRUE TEMPER, INC.

DOMAIN NAMES

Domain Name

Registrant

AMES.COM	Ames Lawn & Garden Tools
AMES-TRUETEMPER.COM	Ames Lawn & Garden
AMESLANDG.COM	Ames Lawn & Garden
AMESTRUETEMPER.COM	Ames True Temper
GARANT.COM	Garant Inc.
WHEELBARROWS.COM	True Temper
LAWNANDGARDENTOOLS.COM	True Temper Hardware
TRUETEMPERHARDWARE.COM	True Temper Hardware
JOBSITETOOLS.COM	True Temper Hardware
WOODINGS-VERONA.COM	Woodings-Verona Tool Works