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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Snapper, Inc.

3-15-02

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Georgia
- Other

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

2. Name and address of receiving party(ies)

Name: Fleet Capital Corporation, as Agent

Internal Address: Suite 800

Street Address: 300 Galleria Parkway

City: Atlanta State: GA Zip: 30339

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Amendment to Security Agreement

Execution Date: March 6, 2002

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

A. Trademark Application No.(s)
~~76/241645~~
76/349814

B. Trademark Registration No.(s)
2,434,269
2,308,136

Additional number(s) attached Yes No

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

Name: Steven L. Schaaf, Paralegal

Internal Address: Parker, Hudson, Rainer & Dobbs LLP

Street Address: 1500 Marquis Two Tower
285 Peachtree Center Avenue, N.E.

City: Atlanta State: GA Zip: 30303

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41) \$ 115.00

- 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.

Steven L. Schaaf
Name of Person Signing

Signature

3/14/02
Date

Total number of pages including cover sheet, attachments, and document: 6

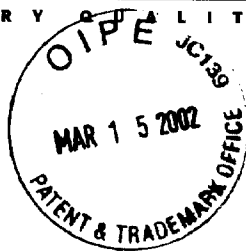
03/20/2002 LHMJELLER 00000193 76241645

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:481
02 FC:482

40.00 OP
75.00 OP

TRADEMARK
REEL: 002464 FRAME: 0898



Paul N. Kiel
Vice President - General Counsel
pkiel@snapper.com

March 6, 2002

Fleet Capital Corporation, as Agent
300 Galleria Parkway
Suite 800
Atlanta, Georgia 30339

Ladies and Gentlemen:

Reference is made to that certain Trademark Security Agreement between Snapper, Inc. ("Borrower") and Fleet Capital Corporation, as Agent (in such capacity, "Agent"), dated November 11, 1998, as recorded in the United States Patent and Trademark Office ("USPTO") on November 19, 1998 at Reel/Frame number 1816/0568 (the "Trademark Security Agreement"). All capitalized terms used in this letter agreement, unless otherwise defined herein, shall have the meaning ascribed to such terms in that certain Loan and Security Agreement dated November 11, 1998 among Agent, Borrower and the financial institutions party thereto from time to time, as Lenders, as amended.

Pursuant to Sections 7 and 8 of the Trademark Security Agreement, Borrower is obligated to give notice to Agent whenever Borrower obtains rights to any new trademarks, or becomes entitled to the benefit of any trademark application, and Agent is entitled to modify the Trademark Security Agreement by amending Exhibit A thereto to include the new trademarks or applications therefor.

Borrower acknowledges that it has obtained rights to the trademarks listed on the attached Exhibit A-1. Agent and Borrower agree to amend the Trademark Security Agreement to include the trademarks listed on Exhibit A-1 as provided below.

Exhibit A to the Trademark Security Agreement is hereby amended by adding to the list of trademarks thereon those trademarks listed on Exhibit A-1 attached hereto. Agent is hereby authorized to attach a copy of Exhibit A-1 to the Trademark Security Agreement as a supplement to Exhibit A thereto and to file a copy of the Trademark Security Agreement, as so supplemented and/or of this letter agreement, with the USPTO at Borrower's expense.

To secure the prompt payment and performance to Agent and Lenders of all of the Obligations, Borrower hereby grants and regrants to Agent, for the benefit of itself, as Agent and for the ratable benefit of Lenders, a continuing security interest in and lien upon all of Borrower's right, title and interest in, to and under the following property, in each case whether now existing or

hereafter acquired or arising and wherever the same may be located (the "Additional Trademark Collateral"):

(a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, each trademark and application listed on Exhibit A-1 attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements or dilution thereof or injury to the associated goodwill, (iii) the right to sue for past, present and future infringements or dilution thereof or injury to the associated goodwill, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks");

(b) the goodwill of Borrower's business connected with and symbolized by each Trademark; and

(c) all proceeds and products of the foregoing.

Borrower hereby covenants and warrants to Agent:

(a) that is the sole and exclusive owner of the Additional Trademark Collateral, subject to limitations imposed by law, and has the full authority to enter into this letter agreement and to grant the security interest and lien hereunder;

(b) that none of the Additional Trademark Collateral has heretofore been pledged, hypothecated or otherwise encumbered and the Additional Trademark Collateral is in all aspects free and clear of any encumbrances;

(c) that, to Borrower's knowledge, the validity of the Additional Trademark Collateral has never been questioned;

(d) that Borrower has not entered into any contract or made any commitment that will or may impair Agent's rights hereunder; and

(e) that none of the Additional Trademark Collateral or any rights therein shall be licensed or assigned in any manner without the prior written consent of Agent;

Borrower agrees to take such further actions as Agent shall request from time to time in connection herewith to evidence or give effect to the agreements and amendments set forth herein or any of the transactions contemplated hereby.

This letter agreement shall be effective upon execution by Borrower and acceptance by Agent in Atlanta, Georgia (notice of which acceptance is hereby waived), whereupon the same shall be governed by and construed in accordance with the internal laws of the State of Georgia. This letter

agreement may be executed in any number of counterparts and by different parties to this letter agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.

If this letter is acceptable to Agent , please evidence its agreement by executing the enclosed copy of this letter.

Very truly yours,

SNAPPER, INC.


By: 

Paul N. Kiel

Vice President & General Counsel

Accepted and agreed to this
11th day of March, 2002:

FLEET CAPITAL CORPORATION, as Agent

By: 

Title: Vice President

STATE OF GEORGIA

COUNTY OF HENRY

Before me, the undersigned, a Notary Public in and for County and State aforesaid, personally appeared Paul N. Kiel with whom I am personally acquainted and who, upon oath acknowledged himself to be the Vice President & General Counsel of Snapper, Inc., the within named bargainor, a Georgia corporation, and that he in said capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President & General Counsel.

Witness my hand and seal this 6th day of March, 2002.

Laurie C. Brannan
Notary Public

My Commission expires 2/18/04

STATE OF Georgia)
)
COUNTY OF Cobb)

Before me, the undersigned, a Notary Public in and for County and State aforesaid, personally appeared Lawa K. Glass with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath acknowledged himself to be VP of Fleet Capital Corporation, the within named bargainor, a corporation, and that he as such VP, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as VP.

Witness my hand and seal at office in _____, this 11th day of March, 2002.

Kristen D. Papaquero
Notary Public

My Commission expires 7/15/02



EXHIBIT A-1

<u>Trademark</u>	<u>Country</u>	<u>Application or Registration Number</u>	<u>Registration Date</u>
GROUNDS CRUISER	United States	2,434,269	3/6/01
SNAPPER (for clothing)	United States	2,308,136	1/18/00
SNAPPER (for string trimmers)	United States	76/241645	pending
SNAPPER (for sports bottle & holder)	United States	76/349814	pending

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