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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 1/2002) 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): Ames True Temper Properties, Inc. Individual(s) Association Corporation-Michigan Other - Additional name(s) of conveying party(ies) attached? No

2. Name and address of receiving party(ies) Name: Wells Fargo Foothill, Inc., as Agent Internal Address: Street Address: 1 Boston Place, 18th Floor City: Boston State: MA Zip: 02108 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State California Other If assignee is not domiciled in the United States, a domestic representative designation is attached: No Additional name(s) & address(es) attached? Yes

3. Nature of conveyance: Assignment Merger Security Agreement - Amendment No. 1 to Trademark Security Agreement Change of Name Other Execution Date: August 4, 2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) See attached schedule Additional number(s) attached Yes No

2437444

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Santo Manna, Esq. Internal Address: Schulte Roth & Zabel LLP Street Address: 919 Third Avenue City: New York State: N.Y. Zip: 10022

6. Total number of applications and registrations involved: 9 7. Total fee (37 CFR 3.41) \$ 240.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: 500675 - Schulte Roth & Zabel LLP (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. Santo Manna, Esq. September 2, 2003 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 11

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

10/06/2003 BBYRNE 00000125 500675 2437446

01 FC:8521 40.00 BA 02 FC:8522 200.00 DA

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TRADEMARK REEL: 002838 FRAME: 0767

Additional Names

Ames True Temper, Inc., a Delaware Corporation
465 Railroad Avenue
Camp Hill, PA 17011

SCHEDULE
TRADEMARK REGISTRATIONS

| Debtor/Owner | Country of Registration | Registered Trademark | Registration Date | Registration Number |
|-----------------------------------|-------------------------|----------------------|-------------------|---------------------|
| Ames True Temper Properties, Inc. | U.S. | TUF-MAX | March 20, 2001 | 2,437,446 |
| Ames True Temper Properties, Inc. | U.S. | TUF-PLUS | January 9, 2001 | 2,419,727 |
| Ames True Temper Properties, Inc. | U.S. | THE OLD GARDENER | September 5, 1995 | 1,916,000 |
| Ames True Temper Properties, Inc. | U.S. | CLEAR-CUT | February 19, 2002 | 2,541,597 |
| Ames True Temper Properties, Inc. | U.S. | DECO-GARDEN | December 24, 2002 | 2,667,036 |
| Ames True Temper Properties, Inc. | U.S. | AUTO TRACK | April 2, 2002 | 2,556,624 |
| Ames True Temper Properties, Inc. | U.S. | STONE EDGE | December 31, 2002 | 2,670,355 |
| Ames True Temper Properties, Inc. | U.S. | EARTH TOOLS | July 23, 2002 | 2,599,804 |
| Ames True Temper Properties, Inc. | U.S. | LAWN BUDDY | October 22, 2002 | 2,639,152 |

AMENDMENT NO. 1

TO

TRADEMARK SECURITY AGREEMENT

This Amendment (the "Amendment"), dated as of August 4, 2003 (the "Amendment Effective Date") to the Trademark Security Agreement, dated as of January 14, 2002 (the "Agreement"), among **WELLS FARGO FOOTHILL, INC.**, f/k/a Foothill Capital Corporation, a California corporation (the "Secured Party") and **AMES TRUE TEMPER, INC.**, a Delaware corporation ("ATT"), ATT as successor by merger to IXL Manufacturing Company, Inc., formerly a Missouri corporation, and **AMES TRUE TEMPER PROPERTIES, INC.**, a Michigan corporation ("Properties" and together with ATT, each a "Debtor" and collectively, jointly and severally, the "Debtors").

WHEREAS since the date of the Agreement, ATT has acquired rights in additional trademarks and other general intangibles; and

WHEREAS the Secured Party and Debtors desire to amend certain terms of the Agreement (a true copy of which is attached as Exhibit 1 hereto). Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party and Debtors hereby agree as follows:

1. Definitions. All capitalized terms used herein and not otherwise defined herein are used herein as defined in the Agreement.
2. Amendment to Schedule A. Schedule A to the Agreement is hereby amended to add the Trademarks identified on Annex I attached hereto (collectively, the "Annex I Trademarks"). All Agreement terms and provisions (including without limitation all conditions, exclusions, representations, warranties, covenants and other agreements) shall apply to the Annex I Trademarks as if such Trademarks had been included on Schedule A as of January 14, 2002. Without limiting the foregoing provisions, as of the date hereof, the term "Trademark Collateral" shall include without limitation the Annex 1 Trademarks.
3. Grant of Security Interest. Each Debtor, as security for the payment and performance of its Secured Obligations, hereby grants, assigns, transfers and conveys to the Secured Party a continuing first priority security interest in all of its right, title and interest in, to and under the Trademark Collateral, including without limitation Trademark Collateral in or otherwise concerning the Annex I Trademarks.
4. Representations and Warranties. Each Debtor represents and warrants to the Secured Party as follows:
 - (a) True and Complete List. Schedule A as amended by Annex I sets forth a true and correct list of all of all Trademarks that currently are registered, or for which any currently pending application for registration has been filed with the PTO or any corresponding

or similar trademark office of any other U.S. or foreign jurisdiction, and that are owned and held (whether pursuant to a license or otherwise) or used by such Debtor.

(b) Validity. Each of the Trademarks owned by such Debtor identified in Schedule A as amended by Annex I, and all other Trademark Collateral owned and otherwise claimed by such Debtor (including rights relating to the Annex I Trademarks) is valid, subsisting and enforceable. Such Debtor has properly complied in all material respects with all applicable statutory and regulatory requirements, including all notice requirements, in connection with the Trademark Collateral, and, except as disclosed in the litigation schedule or annex to the Loan Agreement, no claim has been made that use (or other exploitation) of such Debtor's rights in and to the Trademark Collateral does or may infringe or otherwise violate the rights of any third Person.

(c) Title. Such Debtor has rights in and good title to the Trademark Collateral owned or otherwise claimed by such Debtor (including rights relating to the Trademarks identified on Schedule A as amended by Annex I) and is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to such Trademark Collateral, free and clear of any Liens (other than Liens in favor of the Secured Party and other than the rights of the licensor of a license made by such licensor to such Debtor as licensee, or the rights of other licensees under non-exclusive licenses of the same subject matter if such Debtor's license of such subject matter is a non-exclusive license). For any Trademark Collateral for which such Debtor is either a licensor or a licensee pursuant to a license or licensing agreement regarding such Trademark Collateral, 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 the parties to such licenses or licensing agreements, no other Person has any rights in or to any of such 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 the best of each Debtor's knowledge, no material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any Person.

(e) No Violation. The execution, delivery and performance by such Debtor of this Amendment do not violate any provision of law or the articles of incorporation or by-laws of such Debtor or other Debtor or result in a breach of or constitute a material default under any contract, obligation, indenture or other instrument to which such Debtor or other Debtor is a party or by which such Debtor or other Debtor may be bound.

(f) Authorization. This Agreement has been duly authorized, executed and delivered, and constitutes, a legal, valid and binding agreement of each Debtor, enforceable in accordance with its terms; and

(g) Secrecy. Each Debtor has taken and will continue to take all reasonable steps to protect the secrecy of all trade secrets relating to any of its Trademark Collateral.

5. Continued Effectiveness of Agreement. Each Debtor hereby (i) confirms and agrees that each Loan Document to which it is a party is, and shall continue to be, in full force and effect and is hereby ratified and confirmed in all respects except that on and after the Amendment Effective Date of this Amendment all references in any such Loan Document to "the Agreement", "thereto", "thereof", "thereunder" or words of like import referring to the Agreement shall mean the Agreement as amended by this Amendment, and (ii) confirms and agrees that to the extent that any such Loan Document purports to assign or pledge to the Secured Party, or to grant to the Secured Party a Lien on any collateral as security for the Obligations of the Debtors from time to time existing in respect of the Agreement and the Loan Documents, such pledge, assignment and/or grant of a Lien is hereby ratified and confirmed in all respects.

6. Miscellaneous.

(a) This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

(b) Section and paragraph headings herein are included for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

(c) This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York, applicable to agreements made and wholly performed therein.

(d) The Debtors will pay on demand all reasonable out-of-pocket costs and expenses of the Secured Party in connection with the preparation, execution and delivery of this Amendment, including, without limitation, the reasonable fees, disbursements and other charges of Schulte Roth & Zabel LLP, counsel to the Secured Party.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

AMES TRUE TEMPER, INC.,
a Delaware corporation

By: Judy Schwacht
Name: Judy Schwacht
Title: CFO

AMES TRUE TEMPER PROPERTIES, INC.,
a Michigan corporation

By: Judy Schwacht
Name: Judy Schwacht
Title: CFO

WELLS FARGO FOOTHILL, INC.,
a California corporation, as Secured Party

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

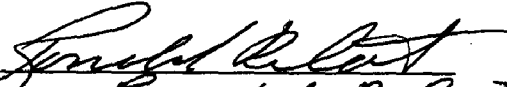
AMES TRUE TEMPER, INC.,
a Delaware corporation

By: _____
Name:
Title:

AMES TRUE TEMPER PROPERTIES, INC.,
a Michigan corporation

By: _____
Name:
Title:

WELLS FARGO FOOTHILL, INC.,
a California corporation, as Secured Party

By: 
Name: *Ronald R Cote*
Title: *V.P.*

STATE OF Pennsylvania)
COUNTY OF Cumberland) ss

On August 4, 2003, before me, Tina M. McCarthy, Notary Public, personally appeared Judy Schuchart, 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.

Tina M. McCarthy
Signature

Notarial Seal
Tina M. McCarthy, Notary Public
Camp Hill Boro, Cumberland County
My Commission Expires Mar. 17, 2007
Member, Pennsylvania Association Of Notaries

[SEAL]

STATE OF Pennsylvania)
COUNTY OF Cumberland) ss

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WITNESS my hand and official seal.

Tina M. McCarthy
Signature

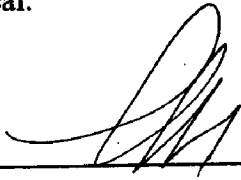
Notarial Seal
Tina M. McCarthy, Notary Public
Camp Hill Boro, Cumberland County
My Commission Expires Mar. 17, 2007
Member, Pennsylvania Association Of Notaries

[SEAL]

STATE OF Massachusetts)
) ss
COUNTY OF Suffolk)

On Aug 4, 2003 before me, Tracy G. bore, Notary Public, personally appeared Ronald R. Cote, 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.



Signature

[SEAL]

ANNEX I
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| Ames True Temper Properties, Inc. | U.S. | LAWN BUDDY | October 22, 2002 | 2,639,152 |

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RECORDED: 09/10/2003

TRADEMARK
REEL: 002838 FRAME: 0777