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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



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Tab settings → → →

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

1. Name of conveying party(ies):

SUNBEAM CORPORATION (DE Corporation) 24

2. Name and address of receiving party(ies):

Name: First Union National Bank, as Administrative Agent

Internal Address:

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

3. Nature of conveyance:

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Other

Execution Date: January 6, 2000

Street Address: 301 South College Street

City: Charlotte State: NC ZIP: 28288

Additional name(s) & addresses attached? ☐ Yes ☒ No

4. Application number(s) or patents 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) See Continuation of Item 4

B. Patent No.(s) See Continuation of Item 4

Additional numbers attached? ☒ Yes ☐ No

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

Name: Kristopher E. Ahrend, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and patents involved:

95

7. Total fee (37 CFR 3.41): \$ 3,800.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

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

04/21/2000 DNGUYEN 00000300 412808

DO NOT USE THIS SPACE

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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.

Kristopher E. Ahrend, Esq.

Name of Person Signing

K E Ahrend

Signature

3/24/00

Date

Total number of pages comprising cover sheet: 14

CONTINUATION OF ITEM 4**Patent Registration Numbers/Application Numbers:**

REG. NO.	APP. NO.
D412,808	
D393,323	
D395,722	
5,868,126	
6,003,506	
5,954,044	
5,836,757	
D398,467	
5,832,915	
5,639,231	
D389,704	
5,762,243	
D393,324	
5,848,585	
D392,759	
5,960,498	
5,803,727	
D390,984	
D399,016	
5,645,043	
5,782,230	
D295,886	
D300,470	
D301,245	
D305,490	

REG. NO.	APP. NO.
D309,239	
D309,396	
D311,777	
D336,350	
D346,299	
D350,830	
D351,477	
D351,480	
D352,794	
D360,702	
D376,907	
D362,319	
D368,147	
D374,099	
D406,013	
4,599,683	
4,756,697	
4,775,072	
4,782,814	
4,799,908	
5,860,729	
5,553,759	
5,337,911	
5,336,084	
5,533,892	
5,417,565	
5,902,100	
4,925,137	
5,335,954	

REG. NO.	APP. NO.
5,370,527	
4,660,498	
4,741,284	
4,742,851	
5,542,632	
4,663,697	
	08/831,118
	09/018,465
	08/851,414
	09/070,798
	09/018,047
	09/152,300
	08/959,877
	08/905,805
	08/841,786
	09/291,007
	08/905,803
	29/108,915
	29/108,825
	29/108,750
	09/371,336
	09/370,300
	09/371,662
	29/109,208
	29/109,147
	29/108,925
	29/108,823
	29/109,099
	29/109,133

REG. NO.	APP. NO.
	29/109,089
	29/109,098
	29/109,132
	29/109,088
	29/109,148
	09/371,167
	09/371,262
	09/371,260
	09/371,263
	09/369,552
	29/109,255
	29/083,217

PATENT SECURITY AGREEMENT

(PATENTS, PATENT APPLICATIONS AND PATENT LICENSES)

WHEREAS, THE COLEMAN COMPANY, INC. (the "**Grantor**"), owns, or in the case of licenses, is party to, the Patent Collateral (as defined below);

WHEREAS, Sunbeam Corporation (the "**Parent**"), the Subsidiary Borrowers referred to therein, the Lenders party thereto (the "**Lenders**"), Morgan Stanley Senior Funding, Inc., as Syndication Agent, Bank of America National Trust and Savings Association, as Documentation Agent, and First Union National Bank, as Administrative Agent for the Lenders, are parties to a Credit Agreement, dated as of March 30, 1998 (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**");

WHEREAS, the Grantor, the Parent and the Administrative Agent are parties to a Subsidiary Borrowing Agreement dated as of February 12, 1999 (as amended, supplemented or otherwise modified from time to time, the "**Subsidiary Borrowing Agreement**"), pursuant to which the Grantor became a Subsidiary Borrower under, and a party to, the Credit Agreement, subject to the terms of the Subsidiary Borrowing Agreement;

WHEREAS, the Parent is, or may hereafter become obligated to one or more Lenders under one or more Hedging Agreements (as defined in the Credit Agreement) as contemplated by the Section 5.10 of the Credit Agreement;

WHEREAS, in accordance with the terms of the Credit Agreement, the Subsidiary Borrower is, as of the date hereof, becoming a party to the Subsidiary Guarantee and the Subsidiary Borrower Guarantee, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, together with the Subsidiary Guarantee, collectively, the "**Subsidiary Guarantees**"), by the Subsidiary Borrower in favor of the Administrative Agent for the benefit of the Lenders, in order to guarantee the obligations of the other Obligors under the Credit Agreement, the other Loan Documents and any Hedging Agreements; and

WHEREAS, pursuant to the terms of an Amended and Restated Subsidiary Borrower Security Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"; unless otherwise specifically defined herein, each term used herein which is defined in the Security Agreement has the meaning assigned to such term in the Security Agreement), between the Grantor and First Union National Bank, as Administrative Agent for the Lenders (together with its successors and assigns, the "**Grantee**"), the Grantor has granted to the Grantee, a continuing security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under the Patent Collateral (as hereafter defined), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in order to secure the full and punctual payment of the Secured Obligations in accordance with the terms thereof and to secure the payment and

performance of all the obligations of the Grantor hereunder and under the other Loan Documents, the Grantor hereby grants the Grantee for the ratable benefit of the Lenders, a continuing security interest in all of the Grantor's right, title and interest in and to all of the following (all of the following items or types of property being herein collectively referred to as the "**Patent Collateral**"), whether now owned or existing or hereafter acquired or arising:

- (i) each Patent owned by Grantor, including, without limitation, each Patent referred to in Schedule 1 hereto;
- (ii) each Patent License, including, without limitation, each Patent License identified in Schedule 1 hereto; and
- (iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future infringement of any Patent owned by the Grantor, including, without limitation, any Patent referred to in Schedule 1 hereto (including, without limitation, any such Patent issuing from any application referred to in Schedule 1 hereto), and all rights and benefits of the Grantor under any Patent License, including, without limitation, any Patent License identified in Schedule 1 hereto.

The Grantor hereby irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in its name, from time to time, in the Grantee's discretion, so long as an Event of Default (as defined in the Credit Agreement) has occurred and is continuing, to take with respect to the Patent Collateral any and all appropriate action which the Grantor might take with respect to the Patent Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Patent Security Agreement and to accomplish the purposes hereof.

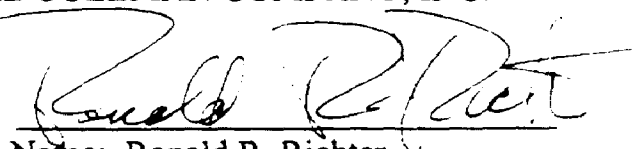
Except to the extent permitted by the Credit Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Patent Collateral, except (i) for licenses issued to contract manufacturers in the ordinary course of business and (ii) to the extent such activities would not adversely effect the value of the Patent Collateral taken as a whole.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the 6th day of January, 2000.

THE COLEMAN COMPANY, INC.

By

A handwritten signature in dark ink, appearing to read "Ronald R. Richter", is written over a horizontal line.


Name: Ronald R. Richter

Title: Vice President

ACKNOWLEDGED:

FIRST UNION NATIONAL BANK,
as Administrative Agent

By


Name: DENNIS HARVEY

Title: SUP

029551-0019-08133-995CDJCK-SCA


PATENT
REEL: 010685 FRAME: 0141

STATE OF FLORIDA)
) ss.:
COUNTY OF PALM BEACH)

I, Cheryl S. Jackman, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Ronald R. Richter, Vice President of THE COLEMAN COMPANY, INC., personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that (s)he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 5th day of January, 2000.

[Seal]



Signature of notary public

My Commission expires

NOTARY PUBLIC - STATE OF FLORIDA
CHERYL S. JACKMAN
COMMISSION # CC814033
EXPIRES 4/19/2003
BONDED THRU ASA 1-888-NOTARY

Schedule 1
to Patent Security Agreement

SEE ATTACHED

029551-0019-08133-995CDJCK-SCA

PATENT
REEL: 010685 FRAME: 0143

Country: US

Status: ACTIVE

COUNTRY	REFERENCE#	TYPE	FILED	SERIAL#	ISSUED	PATENT#	STATUS
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The Coleman Company, Inc.

UNITED STATES	ORGAPP-2-1149	NEW	2/4/1998	29/083,118	8/17/1999	D412,808	ISSUED
UNITED STATES	ORGLGT-2-0876	NEW	4/1/1997	08/831,757			PENDING
UNITED STATES	ORGAPP-2-1104	NEW	10/29/1997	09/018,465			PENDING
UNITED STATES	ORGPLS-2-1080	NEW	5/5/1997	08/851,414			PENDING
UNITED STATES	ORGLGT-2-1177	NEW	5/1/1998	09/070,798			PENDING
UNITED STATES	ORGAPP-2-1089	NEW	2/3/1998	09/018,047			PENDING
UNITED STATES	ORGSP-2-1109	CIP	9/14/1998	09/152,300			PENDING
UNITED STATES	ORGLGT-2-0787	NEW	6/2/1997	29/071,568	4/7/1998	D393,323	ISSUED
UNITED STATES	ORGTXT-2-0892	NEW	10/29/1997	08/959,877			PENDING
UNITED STATES	ORGLGT-2-0427	NEW	6/2/1997	29/071,567	6/30/1998	D395,722	ISSUED
UNITED STATES	ORGAPP-2-0104	CON	11/7/1996	08/746,284	2/9/1999	5,868,126	ISSUED
UNITED STATES	ORGAPP-2-0891	CIP	8/12/1997	08/905,783	12/21/1999	6,003,506	ISSUED
UNITED STATES	ORGAPP-2-0848	CIP	8/12/1997	08/905,805			PENDING
UNITED STATES	ORGAPP-2-0847	CIP	8/12/1997	08/905,797	9/21/1999	5,954,044	ISSUED
UNITED STATES	ORGAPP-2-0091	NEW	8/9/1995	08/512,939	11/17/1998	5,836,757	ISSUED
UNITED STATES	ORGLGT-2-0406	NEW	6/2/1997	29/071,566	8/25/1996	D398,467	ISSUED
UNITED STATES	ORGAPP-2-0778	NEW	2/18/1997	08/801,518	11/10/1998	5,832,915	ISSUED
UNITED STATES	ORGAPP-2-0090	NEW	8/9/1995	08/501,899	6/17/1997	5,639,231	ISSUED
UNITED STATES	ORGTXT-2-0106	NEW	12/23/1996	29/064,109		D389,704	ISSUED
UNITED STATES	ORGTXT-2-0092	NEW	8/27/1997	08/917,939	6/9/1998	5,762,243	ISSUED
UNITED STATES	ORGLGT-2-0408	NEW	3/10/1997	29/067,718	4/7/1998	D393,324	ISSUED
UNITED STATES	ORGAPP-2-0093	NEW	2/2/1996	08/595,636	12/15/1998	5,848,585	ISSUED
UNITED STATES	ORGLGT-2-0407	NEW	3/12/1997	29/067,804	3/24/1998	D392,759	ISSUED
UNITED STATES	ORGAPP-2-0405	NEW	5/5/1997	08/841,786			PENDING
UNITED STATES	ORGSP-2-1083	NEW	7/18/1997	08/897,123	10/5/1999	5,960,498	ISSUED
UNITED STATES	ORGAPP-2-1489	CON	4/14/1999	09/291,007			PENDING
UNITED STATES	ORGAPP-2-0111	NEW	1/30/1997	08/792,577	9/8/1998	5,803,727	ISSUED
UNITED STATES	ORGAPP-2-0099	NEW	8/9/1995	29/042,393	2/17/1998	D390,984	ISSUED
UNITED STATES	ORGAPP-2-0850	NEW	8/12/1997	08/905,803			PENDING
UNITED STATES	ORGLGT-2-0110	NEW	6/2/1997	29/071,565	9/29/1998	D399,016	ISSUED
UNITED STATES	ORGAPP-2-0094	NEW	1/22/1996	08/589,642	7/8/1997	5,645,043	ISSUED
UNITED STATES	ORGLGT-2-2735	NEW	8/5/1999	29/108,915			PENDING
UNITED STATES	ORGPLS-2-2739	NEW	8/4/1999	29/108,825			PENDING
UNITED STATES	ORGSP-2-2747	NEW	8/3/1999	29/108,750			PENDING
UNITED STATES	ORGAPP-2-3028	NEW	8/10/1999	09/371,336			PENDING

PATENT**REEL: 010685 FRAME: 0144**

COUNTRY	REFERENCE#	TYPE	FILED	SERIAL#	ISSUED	PATENT#	STATUS
<i>The Coleman Company, Inc. continued . . .</i>							
UNITED STATES	ORGPLS-2-2748	NEW	8/9/1999	09/370,300			PENDING
UNITED STATES	ORGPLS-2-2753	NEW	8/10/1999	09/371,662			PENDING
UNITED STATES	ORGLGT-2-2734	NEW	8/10/1999	29/109,208			PENDING
UNITED STATES	ORGAPP-2-2736	NEW	8/10/1999	29/109,147			PENDING
UNITED STATES	ORGAPP-2-2737	NEW	8/6/1999	29/108,925			PENDING
UNITED STATES	ORGPLS-2-2738	NEW	8/4/1999	29/108,823			PENDING
UNITED STATES	ORGPLS-2-2740	NEW	8/10/1999	29/109,099			PENDING
UNITED STATES	ORGPLS-2-2741	NEW	8/10/1999	29/109,133			PENDING
UNITED STATES	ORGPLS-2-2742	NEW	8/10/1999	29/109,089			PENDING
UNITED STATES	ORGPLS-2-2743	NEW	8/10/1999	29/109,098			PENDING
UNITED STATES	ORGPLS-2-2744	NEW	8/10/1999	29/109,132			PENDING
UNITED STATES	ORGPLS-2-2745	NEW	8/10/1999	29/109,088			PENDING
UNITED STATES	ORGLGT-2-2746	NEW	8/10/1999	29/109,148			PENDING
UNITED STATES	ORGAPP-2-3029	NEW	8/10/1999	09/371,167			PENDING
UNITED STATES	ORGAPP-2-3027	NEW	8/10/1999	09/371,262			PENDING
UNITED STATES	ORGPLS-2-2750	NEW	8/10/1999	09/371,260			PENDING
UNITED STATES	ORGLGT-2-2751	NEW	8/10/1999	09/371,263			PENDING
UNITED STATES	ORGLGT-2-2752	NEW	8/6/1999	09/369,552			PENDING
UNITED STATES	ORGAPP-2-0103	NEW	10/9/1996	08/727,899	7/21/1998	5,782,230	ISSUED
UNITED STATES	ORGAPP-2-3032	NEW	8/12/1999	29/109,255			PENDING
UNITED STATES	ORGLGT-2-1148	NEW	2/4/1998	29/083,217			PENDING
UNITED STATES	ORGAPP-2-0031	NEW	12/5/1986	06/938,768	5/24/1988	D 295,886	ISSUED
UNITED STATES	ORGLGT-2-0012	NEW	12/5/1986	06/938,705	3/28/1989	D 300,470	ISSUED
UNITED STATES	ORGTXT-2-0032	NEW	6/15/1987	07/061,573	5/23/1989	D 301,245	ISSUED
UNITED STATES	ORGPLS-2-0005	NEW	4/3/1987	07/033,637	1/16/1990	D 305,490	ISSUED
UNITED STATES	ORGPLS-2-0006	NEW	11/13/1987	07/120,010	7/17/1990	D 309,239	ISSUED
UNITED STATES	ORGPLS-2-0007	NEW	8/12/1987	07/084,121	7/24/1990	D 309,396	ISSUED
UNITED STATES	ORGLGT-2-0014	NEW	4/28/1988	07/187,393	10/30/1990	D 311,777	ISSUED
UNITED STATES	ORGLGT-2-0015	NEW	7/24/1991	07/734,865	6/8/1993	D 336,350	ISSUED
UNITED STATES	ORGPLS-2-0011	NEW	11/6/1992	29/000,923	4/26/1994	D346,299	ISSUED
UNITED STATES	ORGLGT-2-0017	NEW	1/28/1993	29/004,165	9/20/1994	D350,830	ISSUED
UNITED STATES	ORGLGT-2-0018	NEW	12/21/1992	29/002,492	10/11/1994	D351,477	ISSUED
UNITED STATES	ORGLGT-2-0019	NEW	12/21/1992	29/002,493	10/11/1994	D351,480	ISSUED
UNITED STATES	ORGLGT-2-0020	NEW	12/21/1992	29/002,491	11/22/1994	D352,794	ISSUED
UNITED STATES	ORGLGT-2-0022	NEW	2/24/1994	29/019,162	7/25/1995	D360,702	ISSUED
UNITED STATES	ORGPLS-2-0008	NEW	3/17/1995	29/036,120	12/31/1996	D376,907	ISSUED
UNITED STATES	ORGLGT-2-0023	NEW	5/18/1994	29/023,095	9/12/1995	D362,319	ISSUED
UNITED STATES	ORGLGT-2-0024	NEW	11/8/1994	29/030,621	3/19/1996	D368,147	ISSUED
UNITED STATES	ORGLGT-2-0025	NEW	11/13/1995	29/046,311	9/24/1996	D374,099	ISSUED
UNITED STATES	ORGTXT-2-1108	NEW	8/28/1997	29/079,990	2/23/1999	D406,013	ISSUED
UNITED STATES	ORGLGT-2-1187	NEW	6/22/1984	06/623,822	7/8/1986	4,599,683	ISSUED
UNITED STATES	ORGTXT-2-0053	NEW	11/5/1986	06/927,325	7/12/1988	4,756,697	ISSUED
UNITED STATES	ORGPLS-2-0055	NEW	7/29/1987	07/079,161	10/4/1988	4,775,072	ISSUED
UNITED STATES	ORGAPP-2-0056	NEW	2/1/1984	06/576,037	11/8/1988	4,782,814	ISSUED
UNITED STATES	ORGTXT-2-0057	NEW	2/26/1987	07/019,509	1/24/1989	4,799,908	ISSUED
UNITED STATES	ORGLGT-2-0105	NEW	12/4/1996	08/760,196	1/19/1999	5,860,729	ISSUED
UNITED STATES	ORGTXT-2-0082	NEW	7/12/1994	08/273,879	9/10/1996	5,553,759	ISSUED
UNITED STATES	ORGPLS-2-0071	NEW	9/18/1992	07/946,565	8/16/1994	5,337,911	ISSUED
UNITED STATES	ORGAPP-2-0070	NEW	6/9/1993	08/074,133	8/9/1994	5,336,084	ISSUED
UNITED STATES	ORGAPP-2-0079	CIP	7/28/1994	08/281,743	7/9/1996	5,533,892	ISSUED
UNITED STATES	ORGAPP-2-0074	NEW	10/17/1994	324,258	5/23/1995	5,417,565	ISSUED
UNITED STATES	ORGAPP-2-1098	NEW	9/30/1997	08/941,192	5/11/1999	5,902,100	ISSUED
UNITED STATES	ORGAPP-2-0063	NEW	9/27/1988	07/249,701	5/15/1990	4,925,137	ISSUED
UNITED STATES	ORGAPP-2-0069	NEW	9/10/1993	08/118,637	8/9/1994	5,335,954	ISSUED
UNITED STATES	ORGAPP-2-0073	NEW	10/28/1992	967,807	12/6/1994	5,370,527	ISSUED
UNITED STATES	ORGPLS-2-0046	NEW	5/22/1984	613,051	4/28/1987	4,660,498	ISSUED
UNITED STATES	ORGPLS-2-0051	DIV	8/29/1986	901,733	5/3/1988	4,741,284	ISSUED
UNITED STATES	ORGPLS-2-0052	NEW	7/17/1986	886,337	5/10/1988	4,742,851	ISSUED
UNITED STATES	ORGAPP-2-0081	NEW	3/28/1995	412,419	8/6/1996	5,542,632	ISSUED
UNITED STATES	ORGLGT-2-0047	NEW	5/27/1986	06/867,201	5/5/1987	4,663,697	ISSUED
UNITED STATES	ORGAPP-2-2788	NEW	1/13/2000	29/000,000			PENDING

COUNTRY	REFERENCE#	TYPE	FILED	SERIAL#	ISSUED	PATENT#	STATUS
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END OF REPORT

TOTAL ITEMS SELECTED = 117