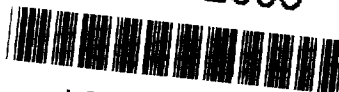


11-15-2000



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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):

BRK BRANDS, INC. (DE Corporation)

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

3. Nature of conveyance:

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

Execution Date: September 28, 2000

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

Name: First Union National Bank, as Administrative Agent

Internal Address:

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)

60/172,458 ; 09/634,475 ; 09/481,081 ; 09/516,049

B. Patent No.(s)

D323,404

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: 5

7. Total fee (37 CFR 3.41): \$320.00

☒ Enclosed (Regular Fee + Expedited Fee)☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attached 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.

Kristopher E. Ahrend, Esq.

Name of Person Signing

Signature

11/13/00

Date

Total number of pages comprising cover sheet: 7

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231PATENT
REEL: 011111 FRAME: 0040

PATENT SECURITY AGREEMENT

(PATENTS, PATENT APPLICATIONS AND PATENT LICENSES)

WHEREAS, each of the undersigned (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 Borrower referred to therein, the Lenders party thereto (the “**Lenders**”), Morgan Stanley Senior Funding, Inc., as Syndication Agent, Bank of America, N.A., 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 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, pursuant to the Credit Agreement, each Grantor is a party to the Subsidiary Guarantee (as defined in the Credit Agreement) in order to guarantee the obligations of the other Obligors (as defined in the Credit Agreement) under the Credit Agreement, the other Loan Documents (as defined in the Credit Agreement) and any Hedging Agreements;

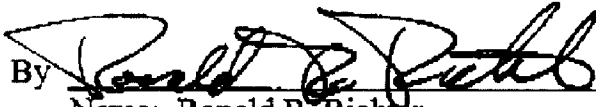
WHEREAS, pursuant to the terms of a Subsidiary Security Agreement, dated as of July 10, 1998 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”; unless otherwise specifically defined herein, each term used herein which is defined in the Security Agreement has the meaning assigned to such term in the Security Agreement), among the Grantor, among others, and First Union National Bank, as Administrative Agent (together with its successors and assigns, the “**Grantee**”) for the Lenders, 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 the Grantor, including, without limitation, each Patent referred to in Schedule 1 hereto;

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the 28th day of September 2000.

BRK BRANDS, INC.

By 
Name: Ronald R. Richter
Title: Vice President

ACKNOWLEDGED:

FIRST UNION NATIONAL BANK,
as Administrative Agent

By _____
Name:
Title:

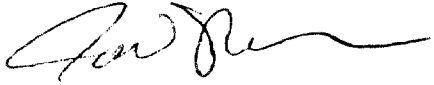
IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the 28th day of September 2000.

BRK BRANDS, INC.

By _____
Name:
Title:

ACKNOWLEDGED:

FIRST UNION NATIONAL BANK,
as Administrative Agent

By  _____
Name: Joel Thomas
Title: Vice President

029551-0019-02925-NY01.2029663.2

029551-0019-02424-NY01.2030368.1

PATENT
REEL: 011111 FRAME: 0043

SCHEDULE 1**U.S. Patents and Patent Applications**

Patent Title	Application No.	Patent No.
A Detector with Plug-In Modular Features	60/172,458	
Flashlight		D323,404
Interconnectable Detector with Local Smoke Indicator	09/634,475	
Sealed Replaceable Sensor	09/481,081	
Ultra-Short Wavelength Photoelectric Smoke Detector	09/516,049	