257

OF \$360.00 5655

PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Assignment of Security Interests

CONVEYING PARTY DATA

	Name	Execution Date
Ca	anadian Imperial Bank of Commerce	01/29/2009

RECEIVING PARTY DATA

Name:	Lehman Commercial Paper Inc.
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019

PROPERTY NUMBERS Total: 9

Property Type	Number
Patent Number:	5655357
Patent Number:	5765608
Patent Number:	6058998
Patent Number:	5727742
Patent Number:	6789690
Patent Number:	6772666
Patent Number:	D473761
Patent Number:	D478774
Patent Number:	7022058

CORRESPONDENCE DATA

Fax Number: (212)354-8113

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2128198200

Email: fcutajar@whitecase.com

Correspondent Name: White & Case LLP

Address Line 1: 1155 Avenue of the Americas

PATENT REEL: 023828 FRAME: 0422

501072303

Address Line 2: Patents & Trademarks Address Line 4: New York, NEW YORK 10036				
ATTORNEY DOCKET NUMBER:	1104031-0488			
NAME OF SUBMITTER:	Frances B. Cutajar			
Total Attachments: 5 source=CIBCtoLehmanPatentAssignment0156530795#page1.tif source=CIBCtoLehmanPatentAssignment0156530795#page2.tif source=CIBCtoLehmanPatentAssignment0156530795#page3.tif source=CIBCtoLehmanPatentAssignment0156530795#page4.tif source=CIBCtoLehmanPatentAssignment0156530795#page5.tif				

ASSIGNMENT OF SECURITY INTERESTS IN PATENTS AND TRADEMARKS

THIS ASSIGNMENT OF SECURITY INTEREST (this "Assignment") dated as of January 29, 2009 is entered into by and between Canadian Imperial Bank of Commerce ("CIBC") and Lehman Commercial Paper Inc. ("Lehman"). All capitalized terms used herein and not otherwise defined shall have the respective meanings provided such terms in the Credit Agreement referred to below.

WHEREAS, pursuant to the Credit Agreement, dated as of January 24, 2005 (as the same may be or may have been amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Jarden Corporation, (the "Borrower"), the Lenders and L/C Issuers party thereto and CIBC, serving as the "Administrative Agent" under the Credit Agreement; and

WHEREAS, the Lenders and L/C Issuers severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, Jarden Corporation, Loew-Cornell, LLC, The United States Playing Card Company, Lehigh Consumer Products LLC, The Coleman Company, Inc., Sunbeam Products, Inc. and BRK Brands, Inc. (collectively, the "Grantors") and CIBC, the Lenders, the L/C Issuers and other secured parties thereto (collectively, the "Secured Parties") were parties to a certain Pledge and Security Agreement, dated as of January 24, 2005, (as the same may be or may have been amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to that Security Agreement, Grantors were required to execute and deliver a Patent Security Agreement and a Trademark Security Agreement whereby the Grantors mortgaged, pledged, and hypothecated to CIBC and granted CIBC a security interest in certain patents and trademarks, including, without limitation, those listed on Schedule A attached hereto (the "Secured IP") for the benefit of the Secured Parties; and

WHEREAS, pursuant to that certain Amendment No. 7 to Credit Agreement and Amendment No. 3 to Pledge Agreement, dated as of February 13, 2007, Lehman shall replace CIBC as the Administrative Agent under the Credit Agreement and Security Agreement and therefore shall require all of CIBC's right, title and interest, in or to, the Secured IP in order to hold collateral security for the full, prompt, and complete payment and performance of the Secured Obligations of the Grantors, as set forth in the Credit Agreement and Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CIBC hereby gives notice of its grant, conveyance, and assignment, on an exclusive basis, to Lehman, its successors, legal representatives, and assigns, of all CIBC's right, title and interest in and to the Secured IP, including, without limitation, all liens and security interests, and to any renewals and/or extensions thereof, for all territories of the world in perpetuity, as well as any products and proceeds thereof, including all goodwill, income, royalties, and damages now and hereafter due or payable to CIBC, for past, present, or future infringements and misappropriations, as well as all rights to sue for such infringements or misappropriations, and all rights corresponding to any of the above throughout the world.

CIBC as Existing Agent (the "Existing Agent") hereby transfers, conveys, and assigns, to the Lehman as Successor Agent, its successors, legal representatives, and assigns, all of the Existing Agent's right, title, and interest as Administrative Agent under the Credit Agreement in and to the Secured IP, recorded with the United States Patent and Trademark Office at the Reel and Frame numbers noted below, including without limitation all Liens and security interests, and any renewals and/or extensions thereof, for all territories of the world in perpetuity, as well as any products and proceeds thereof, including all income, royalties, and damages now and hereafter due and/or payable to the Existing Agent, for past, present, and future infringements and misappropriations, as well as all rights to sue for such infringements and misappropriations, and all rights corresponding to any of the above throughout the world.

Trademark Reel/Frame Numbers	Date of Recordation
015653-0795	2/8/05

IN WITNESS WHEREOF the undersigned has executed this assignment by its duly authorized officer and its seal affixed hereto as of this 29 day of January , 2009.

ASSIGNOR

CANADIAN IMPERIAL BANK OF COMMERCE

NEWYORK 7046011 (2K) **PATENT**

REEL: 023828 FRAME: 0426

IN WITNESS WHEREOF the undersigned has executed this assignment by its duly authorized officer and its seal affixed hereto as of this 29 day of <u>January</u>, 2009.

ASSIGNOR

LEHMAN COMMERCIAL PAPER INC.

Dy.

Name: Frank P. Turner

Title: Authorized Signatory

Schedule A

PATENTS

SUNBEAM PRODUCTS, INC.

Patent	Serial No.	Registration No.	Reel & Frame	Date
EXHAUST FLOW VACUUM SENSOR	08/434,039	5,655,357	015653/0795	02/08/05
HAND HELD VACUUM DEVICE	08/555,363	5,765,608	015653/0795	02/08/05
PLASTIC BAG SEALING APPARATUS WITH AN ULTRACAPACITOR DISCHARGING POWER CIRCUIT	09/022,613	6,058,998	015653/0795	02/08/05
FOOD MIXER INCORPORATING AN ARCHIMEDEAN SCREW AND CUTTING BLADES	08/727,742	5,727,742	015653/0795	02/08/05
HOSE DIRECT CANISTER LID	10/174,267	6,789,690	015653/0795	02/08/05
BAG STAND	10/040,003	6,772,666	015653/0795	02/08/05
COMBINED FOOD PRESERVATION CANISTER AND FILTER (Design)	29/159,434	D473,761	015653/0795	02/08/05
FOOD PRESERVATION FILTER (Design)	29/164,799	D478,774	015653/0795	02/08/05
METHOD FOR PREPARING AIR CHANNEL EQUIPPED FILM FOR USE IN VACUUM PACKAGE	PCT/KR02/0028 3 (10/169,485)	7,022,058	015653/0795	02/08/05

1 NEWYORK 7000628 (2K) **PATENT RECORDED: 01/21/2010 REEL: 023828 FRAME: 0428**