

11-16-2000

FORM PTO-1594
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

MRD
11-15-00

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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.**

Individual(s) Association

General Partnership Limited Partnership

Corporation-State (DE)

Other _____

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

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

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other _____

Execution Date: September 29, 2000

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State _____

Other National banking association

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s) **See Attached Schedule 1**

Additional numbers attached? Yes No

B. Trademark Registration No.(s) **See Attached Schedule 1**

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 registrations involved: 21

7. Total fee (37 CFR 3.41): \$660.00

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. 11/14/00

Name of Person Signing Signature Date

11/16/2000 DNGUYEN 00000277 1801455

Total number of pages comprising cover sheet: 8

01 FC:441 40.00 OP

02 FC:482 500.00 OP

03 FC:484 120.00 OP

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

SCHEDULE 1**U.S. Trademark Registrations and Applications**

TITLE	SERIAL NO.	REG. NO.
A WARNING AND A WEAPON		1,801,455
BE SAFE...REPLACE		2,312,492
BRK		804,227
BRK BRANDS LOGO		2,005,353
BRK ELECTRONICS		1,921,636
BUBBLES LOGO		2,064,455
COTRAN		2,031,111
DOUBLE SYSTEM		1,123,974
DUAL LOCK		2,188,249
ESCAPE LIGHT		1,133,533
EVERY FLOOR, EVERY BEDROOM, EVERY MINUTE COUNTS		2,049,636
FAMILY GARD		1,080,882
FAMILY GARD		2,232,614
FAMILY PROTECTION CENTER		1,186,467
LIGHT TEST		1,577,434
LUMINESS	75/906,759	
SA		2,078,547
SENSORPACK		1,865,225
SMOKE ALERT		1,231,761
SUREGRIP		2,072,612
TRUE FIT		2,252,040

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, each of the undersigned (the "**Grantor**"), owns, or in the case of licenses, is party to, the Trademark 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, the 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, the Grantors have agreed to amend the Credit Agreement pursuant to Amendment No. 13 (as defined in the Credit Agreement) to change the relative priority of the obligations under the Credit Agreement and the other Loan Documents in respect of the Supplemental Revolving Loans, the Term Loans, the Revolving Loans and any Letters of Credit and, in connection therewith, the Grantors have agreed to provide a second priority Lien to the Administrative Agent, for the benefit of the holders of the Second Priority Obligations, to secure the obligations of the Grantors with respect thereto; and

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, including the holders of the Second Priority Obligations, the Grantor has granted to the Grantee, for the benefit of the holders of the Second Priority Obligations, a continuing second priority security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as hereafter defined), whether now owned or existing or hereafter acquired or arising, to secure the Second Priority 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 Second Priority 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 in respect of the Second Priority Obligations, the Grantor hereby grants the Grantee, for the ratable benefit of the holders of the Second Priority Obligations, a continuing second priority 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 "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License, including, without limitation, each Trademark 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 unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Grantor, or for injury to the goodwill associated with any such Trademark, including, without limitation, any Trademark referred to in Schedule 1 hereto, and all rights and benefits of the Grantor under any Trademark License, including, without limitation, any Trademark 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 Trademark Collateral any and all appropriate action which the Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark 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 foregoing Trademark Collateral except for (i) licenses issued to contract manufacturers in the ordinary course of business and (ii) to the extent such activities would not adversely affect the value of the Trademark 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 Trademark 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 Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of

the 29th day of September, 2000.

BRK BRANDS, INC.

By 

Name: Ronald R. Richter

Title: Vice President, Treasurer

ACKNOWLEDGED:

FIRST UNION NATIONAL BANK,
as Administrative Agent

By _____

Name:

Title:

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of

the 29th 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

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, Treasurer of BRK BRANDS, INC., personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, 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 29th day of October, 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-NOTARY1