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U.S. DEPARTMENT OF COMMERCE

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): **Credit Suisse First Boston**

- Individual(s)
- General Partnership
- Corporation-State
- Other New York branch of a Swiss bank

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release and Reassignment

Execution Date: June 30, 2000

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

Name: The Coleman Company, Inc.
 Internal Address: _____
 Street Address: 2381 Executive Center Drive
 City: Boca Raton State: FL ZIP: 33431

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Kansas
- Other _____

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 Exhibit A**

B. Trademark Registration No.(s) **See Attached Exhibit A**

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 registrations involved: 214

7. Total fee (37 CFR 3.41): \$5,365.00
 Enclosed
 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

K. Ahrend
Signature

11/14/00
Date

Total number of pages comprising cover sheet: 19

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

TRADEMARK
REEL: 002188 FRAME: 0652

CONTINUATION OF ITEM TWO FROM RECORDATION COVER SHEET

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

- (1) Coleman Outdoor Products, Inc. (DE Corporation)
Address: 2381 Executive Center Drive, Boca Raton, FL 33431
- (2) Coleman Heating and Air Conditioning Products, Inc. (DE Corporation)
Address: 2381 Executive Center Drive, Boca Raton, FL 33431
- (3) Canadian Coleman Supply, Inc. (KS Corporation)
Address: 2381 Executive Center Drive, Boca Raton, FL 33431
- (4) Crosman Products, Inc. (DE Corporation)
Address: 2381 Executive Center Drive, Boca Raton, FL 33431
- (5) Western Cutlery Co. (CO Corporation)
Address: 2381 Executive Center Drive, Boca Raton, FL 33431
- (6) Coleman Powermate, Inc. (NE Corporation)
Address: 2381 Executive Center Drive, Boca Raton, FL 33431
- (7) Dixon Industries, Inc. (KS Corporation)
Address: 2381 Executive Center Drive, Boca Raton, FL 33431
- (8) Coleman Recreation Vehicles, Inc. (DE Corporation)
Address: 2381 Executive Center Drive, Boca Raton, FL 33431
- (9) Coleman R.V. Products, Inc. (DE Corporation)
Address: 2381 Executive Center Drive, Boca Raton, FL 33431
- (10) Coleman Faulkner, Inc. (DE Corporation)
Address: 2381 Executive Center Drive, Boca Raton, FL 33431
- (11) Coleman Spas, Inc. (CA Corporation)
Address: 2381 Executive Center Drive, Boca Raton, FL 33431
- (12) Master Craft Boat Company (TN Corporation)
Address: 2381 Executive Center Drive, Boca Raton, FL 33431
- (13) O'Brien International, Inc. (WA Corporation)
Address: 2381 Executive Center Drive, Boca Raton, FL 33431
- (14) Skeeter Products, Inc. (TX Corporation)
Address: 2381 Executive Center Drive, Boca Raton, FL 33431
- (15) The Coleman Company (DE Corporation)
Address: 2381 Executive Center Drive, Boca Raton, FL 33431

CONTINUATION OF ITEM TWO FROM RECORDATION COVER SHEET (Cont'd)

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

- (16) Soniform, Inc. (CA Corporation)
Address: 2381 Executive Center Drive, Boca Raton, FL 33431
- (17) Australian Coleman, Inc. (KS Corporation)
Address: 2381 Executive Center Drive, Boca Raton, FL 33431
- (18) Beacon Exports, Inc. (KS Corporation)
Address: 2381 Executive Center Drive, Boca Raton, FL 33431
- (19) Coleman Country Ltd. (KS Corporation)
Address: 2381 Executive Center Drive, Boca Raton, FL 33431
- (20) Coleman U.K. Inc. (KS Corporation)
Address: 2381 Executive Center Drive, Boca Raton, FL 33431
- (21) Coleman Venture Capital, Inc. (KS Corporation)
Address: 2381 Executive Center Drive, Boca Raton, FL 33431
- (22) Nippon Coleman, Inc. (KS Corporation)
Address: 2381 Executive Center Drive, Boca Raton, FL 33431

MARK	REG. NO/SERIAL NO.	REG. DATE/ FILING DATE
ACAPULCO	938,647	10/17/77
ACRYFIL	943,577	
AQUA KING AND DE- SIGN	973,289	
BAND-A-BLU	1,041,708	
BRANDYWINE	946,678	
BULLFROG	1,198,934	
CALIFORNIA COOP- ERATE REDWOOD HOT TUBS	1,124,061	
CALIFORNIA COO- PERAGE	1,351,569	7/30/85
CALIFORNIA COO- PERAGE	1,505,721	9/27/88
CALIFORNIA COO- PERAGE	1,126,944	11/20/79
CALIFORNIA COO- PERAGE	1,245,176	7/12/83
CAMILLE	1,629,904	1/01/91
CAPE COD	1,290,910	8/21/84
CHALLENGER	1,336,551	5/21/85
CHARGER	951,798	1/30/73
CHESAPEAKE	1,337,808	5/28/85
CLASSIC	1,163,781	8/04/81
COLEMAN	1,097,378	7/25/78

EXHIBIT A ←

COLEMAN	1,088,024	3/28/78
COLEMAN	1,021,408	9/30/75
COLEMAN	862,566	12/31/68
COLEMAN	1,142,565	12/09/80
COLEMAN	1,427,226	2/03/87
COLEMAN	973,159	11/20/73
COLEMAN	1,038,477	4/27/76
COLEMAN	995,200	10/08/74
COLEMAN PARAL- LELOGRAM W/LANTERN LOGO	840,366	12/12/67
COLEMAN	(73/796,186)	(4/27/89)
COLEMAN LOGO WITH TUB OUTLINE (COMPOSITE MARK)	1,635,412	2/19/1991
COLEMAN	1,631,621	1/15/91
COLEMAN	1,625,652	12/04/90
COLEMAN PARAL- LELOGRAM W/LANTERN LOGO	1,021,409	9/30/75
COLEMAN PARAL- LELOGRAM W/LANTERN LOGO	1,082,299	1/17/78
COLEMAN	840,367	12/12/67
COLEMAN PARAL- LELOGRAM W/LANTERN LOGO	1,142,564	12/09/80

COLEMAN PARAL- LELOGRAM W/LANTERN LOGO	1,552,522	8/22/89
COLEMAN PARAL- LELOGRAM W/LANTERN LOGO	1,497,802	7/26/88
COLEMAN	1,563,048	10/31/89
COLEMAN PARAL- LELOGRAM	541,637	5/01/51
COLEMAN PARAL- LELOGRAM W/LANTERN LOGO	865,555	3/04/69
COLEMAN PARAL- LELOGRAM W/LANTERN LOGO	1,014,656	7/01/75
COLEMAN PARAL- LELOGRAM W/LANTERN LOGO	993,702	9/24/74
COLEMAN PARAL- LELOGRAM W/LANTERN LOGO	972,133	11/06/1973
COLEMAN	1,588,965	3/27/90
COLEMAN PARAL- LELOGRAM W/LANTERN LOGO	1,078,866	12/06/77
COLEMAN VAGA- BOND	858,231	10/08/68
COLEMAN	1,556,911	9/19/89
COLEMAN WITH LANTERN DESIGN	(74/243,088)	(2/04/92)

COLEMAN	1,645,108	7/01/96
COLEMAN WITH LANTERN DESIGN	(74/243,089)	(2/04/92)
COLEMAN WITH LANTERN DESIGN	(74/243,096)	(2/04/92)
COLEMAN	(74/175,605)	(6/13/91)
COLEMAN WITH LANTERN DESIGN	1,828,715	3/29/94
COLEMAN WITH LANTERN DESIGN	(74/243,091)	(2/04/92)
COLEMAN	(73/675,166)	(7/29/87)
COLEMAN LOGO	(74/176,053)	(6/13/91)
COLEMAN & DESIGN	1,425,506	1/20/1987
COLEMAN WITH LANTERN DESIGN	1,828,715	3/29/1994
COLEX	1,040,079	5/25/76
COLORADO	1,361,743	9/24/85
COLUMBIA	1,303,764	11/06/84
CONVERTIBLE	1,503,462	9/06/88
COPPERHEAD	1,163,642	8/04/81
CROSMAN W/BULLSEYE DESIGN	1,032,209	2/03/76
CUBBY	1,624,859	11/27/90
D.E.S.	1,136,712	6/03/80
DELUXE ENERGY SAVER	1,283,334	6/26/84
DESIGN	707,919	11/29/80

DIAL-TEMP	873,427	7/22/69
DIAMONDBACK	1,066,307	9/07/82
DIAMONDCORE	1,175,067	10/27/81
DIXON	1,555,507	9/12/89
DIXON	1,288,443	7/31/84
EASY-LITE	1,075,886	10/25/77
EL BRUTO	946,705	1/17/78
FLEXSHELL	1,280,634	6/05/84
FREE FLOW	1,344,130	6/25/85
GENESIS	1,303,763	11/06/84
GETTYSBURG	964,052	7/17/73
GLACIER PEAK	1,718,257	9/22/92
GREATEST NAME IN THE GREAT OUT- DOORS (THE)	994,483	10/01/74
HORIZON	1,519,706	1/10/89
INFLATE-ALL	1,138,590	8/12/80
INSUL	1,244,520	7/05/83
LAKEVIEW	(74/228,738)	(12/09/91)
LANTERN DESIGN	(74/243,092)	(2/04/92)
LANTERN DESIGN	(74/243,087)	(2/04/92)
LANTERN DESIGN	(74/243,095)	(2/04/92)
LANTERN DESIGN	1,848,830	8/09/94
LANTERN DESIGN	(74/243,090)	(2/04/92)

LANTERN-SHAPED KEY CHAIN DEVICE	(74/119,192)	(11/29/90)
LEISURE	(74/104,126)	(10/09/90)
LEISURE LINE	(74/177,868)	(6/20/91)
LOW-BOY	937,329	7/11/72
MACH II	941,298	8/22/72
MACH	1,147,999	3/03/81
MARINE LOGO	1,087,259	3/14/78
MASTER CRAFT	1,427,389	2/03/87
MASTER CRAFT LOGO	1,136,108	5/27/80
MAXA	1,632,915	1/29/91
MINX	1,711,754	9/1/92
MIRAGE	1,406,889	8/26/86
MOUNTAINEER	1,772,390	5/18/93
MULTI-FUEL	(74/225,255)	(11/25/91)
NEWPORT	1,290,909	8/21/84
NIGHT SIGHT	1,896,084	5/30/95
O AND LIGHTNING BOLT	1,651,528	7/23/91
O AND LIGHTNING BOLT	1,644,812	5/14/91
O'	1,265,133	1/24/84
O' LOGO WITH LIGHT- NING BOLT	1,472,921	1/19/88
O'	1,641,099	4/16/91

O'BRIEN LOGO	1,740,881	12/22/92
O'BRIEN	1,019,479	9/02/75
O'BRIEN	1,011,062	5/20/75
O'BRIEN	1,657,816	9/17/91
O'BRIEN LOGO	74/199,540	8/30/91
O'BRIEN	1,371,212	11/19/85
O'BRIEN BUOY/WATER LOGO	1,637,612	3/12/91
OASIS	848,151	4/30/68
ODYSSEY	1,309,055	12/11/84
OPTI-METER	1,015,708	7/15/75
OPTICAL TAPEMEASURE	998,225	11/12/74
OSCAR	1,074,587	10/04/77
PASSPORT	(74/225,024)	(11/25/91)
PATIOMATIC	1,171,318	9/29/81
PEAK 1	1,087,247	3/14/78
PEAK DESIGN	(74/034,186)	(2/26/90)
PEAK 1 LOGO	1,395,846	7/03/86
PEAK TO PEAK	1,624,857	11/27/90
PEAK 1	1,087,247	3/14/78
PEAK 1	1,074,546	10/04/77
PEAK DESIGN	1,648,628	6/25/97
PEAK DESIGN	1,689,364	6/02/92
PELLGUN	633,933	9/04/56

PELLGUNOIL	1,156,061	6/02/81
PIONEER	1,323,100	3/05/85
POLAR PRINCE W/POLAR BEAR	700,529	7/05/60
POLAR SOLAR PAK	668,364	10/14/58
POLAR-PAK	660,791	4/22/58
POLY-LITE	888,899	4/07/70
POWER SLOT LOGO	1,185,668	1/12/82
POWERBASE	(73/768,239)	(12/05/88)
POWERLET	612,019	9/13/55
POWERMATE	1,229,284	3/08/83
POWERMATE	1,803,534	11/09/93
POWERWORKS	1,630,753	1/08/91
PRESIDENTIAL	(73/710,722)	(2/11/88)
PRESIDENTIAL	1,323,061	3/05/85
PRO COMBO	1,149,959	3/31/81
PRO LOK	1,512,847	11/15/88
PULSE	1,406,890	8/26/86
QUICK DRAW	1,507,052	10/04/88
QUIGGLE-ATOR	1,310,848	12/25/84
R (STYLIZED)	1,022,557	10/14/75
RAM-FLX	1,125,982	10/16/79
RAM-X	1,085,978	2/21/78
RAMBLER	(74/225,007)	(11/25/91)

RAMP MASTER	750,813	10/11/83
RANGING	1,480,570	3/15/88
RANGING	1,512,445	11/15/88
RAWHIDE	1,013,516	6/17/75
RED FOX	(74/225,256)	(11/25/91)
RIDGE ROVER	(74/225,013)	(11/25/91)
ROLL-TOP	1,279,725	5/29/84
ROUNDAABOUT	999,690	12/17/74
S LOGO	1,463,339	11/03/87
SAVANNAH	1,370,048	11/12/85
SCANOE	1,194,283	4/27/82
SEQUOIA	(74/228,741)	(12/9/91)
SEQUOIA	1,216,042	12/07/82
SHENANDOAH	1,219,042	12/07/82
SILK-LITE	621,304	2/14/56
SILVER	(74/225,254)	(11/25/91)
SKEETER	758,037	10/08/87
SKEETER	1,457,907	9/22/87
SKI SKAT & DESIGN	977,689	10/04/79
SKYRIDGE	(74/228,742)	(12/9/91)
SNOW-LITE	679,069	5/26/59
SPATUB	1,289,518	8/07/84
SPECTRUM	1,402,349	7/22/86
SPECTRUM	1,519,707	1/10/89

SPORTSTER	747,629	4/02/63
ST-200	1,093,699	6/20/78
STEEL-BELTED	1,260,551	12/06/83
SUN VALLEY	1,224,140	1/18/83
SUPER ROUND BBS	1,430,169	2/24/87
SUPER B.B.	792,385	7/06/65
SWING LEVEL	1,367,502	10/29/85
TARA	1,370,049	11/12/85
TECH-1	1,070,307	10/12/82
TECH-NIQUE	1,068,211	9/07/82
THERMO-LOCK	1,676,343	2/18/92
TRACER	(74/225,020)	(11/25/91)
TRADESMAN	1,429,863	2/24/87
TRAIL HEAD	(74/225,023)	(11/25/91)
TRAIPISE	(74/225,021)	(11/25/91)
TRIK-MASTER	812,468	8/08/86
TROOPER	1,727,611	10/27/92
TSR	1,242,708	6/21/83
TUNNEL BOARD	1,521,114	1/17/89
UNBELIEVABLY TOUGH	(74/189,664)	(7/29/91)
VAGABOND	1,322,237	2/26/85
VALLEY FORGE	987,232	7/02/74
VANTAGE	1,688,758	5/26/92

VERSA-TOP	1,078,868	12/06/77
VILLA DEL MAR	1,008,824	4/15/75
WESTWIND SPAS	1,290,882	8/21/84
WILLIAMSBURG	1,264,152	1/17/84
WORKSIGHT	(74/163,965)	(5/6/91)
WORLD TEAM	1,068,197	6/21/77
WRANGLER	1,105,586	11/07/78
WRISTSCOPE	909,554	3/09/71
ZEETER	1,207,863	9/14/82
ZTR	1,024,513	11/11/75

RELEASE AND REASSIGNMENT

This **RELEASE AND REASSIGNMENT** is granted on this 30th day of June, 2000 by Credit Suisse First Boston, a New York branch of a Swiss bank with a place of business at Eleven Madison Avenue, New York, New York 10010 (The "Assignor"), as agent for the lenders party to the credit agreement and as custodian of the Collateral (as defined in such credit agreement), dated as of August 24, 1990 (the "Second Credit Agreement"), as agent for the lenders party to the Public Credit Agreement and as custodian of the Collateral (as defined in such Public Credit Agreement), dated as of February 26, 1992 (the "Public Credit Agreement"), and as agent for the lenders party to the Private Credit Agreement and as custodian of the Collateral (as defined in such Private Credit Agreement), dated as of [February 26,] 1992 (the "Private Credit Agreement"), in favor of The Coleman Company, Inc., a Kansas corporation, (the "Principal Assignee"), Coleman Outdoor Products, Inc., Coleman Heating and Air Conditioning Products, Inc., Canadian Coleman Supply, Inc., Crosman Products, Inc., Western Cutlery Co., Coleman Powermate, Inc., Dixon Industries, Inc. Coleman Recreation Vehicles, Inc., Coleman R.V. Products, Inc., Coleman Faulkner, Inc., Coleman Spas, Inc., Master Craft Boat Company, O'Brien International, Inc. and Skeeter Products, Inc. (the "Additional Assignees"). The Coleman Company, a Delaware corporation (the "Subsidiary Assignee"), Soniform, Inc. (the "Further Additional Assignee"), and Australian Coleman, Inc., Beacon Exports, Inc., Coleman Country Ltd., Coleman U.K. Inc., Coleman Venture Capital, Inc. and Nippon Coleman, Inc. (the "Other Assignees" and together with the Principal Assignee, the Additional Assignees, the Subsidiary Assignee and the Further Additional Assignee the "Assignees");

WHEREAS, in connection with a credit agreement, dated as of August 31, 1989, among Lantern Acquisition Corp., a Kansas corporation, as borrower, and Citibank, N.A. as agent for the lenders party thereto, as custodian for the Hedge Banks (as defined therein) and as collateral holder (the "First Credit Agreement"), the Principal Assignee and the Additional Assignees entered into the Trademark Security Agreement, dated as of August 31, 1989 (the "Trademark Security Agreement"), granting Citibank N.A. a security interest in all of Principal Assignee's and Additional Assignees' right, title and interest in and to the Trademark Collateral (as defined in the Trademark Security Agreement), including, without limitation, the U.S. and foreign trademarks, trademark registrations and trademark applications set forth on Schedule I to the Trademark Security Agreement;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on August 31, 1989, at Reel 0670/Frame 0108 et. seq.;

WHEREAS, the First Credit Agreement was replaced with and superseded by a further credit agreement, dated as of August 24, 1990, among the Principal Assignee, as successor to Lantern Acquisition Corp., as borrower, and Assignor, as agent for the lenders party thereto, as custodian for the Hedge Banks (as defined therein) and as collateral holder (the "Second Credit Agreement") as a condition precedent to which the secured parties to the First Credit Agreement assigned all their right, title and interest in and to the liens, pledges and security interest created by the Trademark Security Agreement, including in and to the Trademark Collateral, to Assignor as agent, custodian and collateral holder under the Second Credit Agreement;

WHEREAS, to comply with such condition precedent to the Second Credit Agreement, the borrowers party to the First Credit Agreement and the borrowers party to the Second Credit Agreement, Citibank N.A. as agent, custodian and collateral holder under the First Credit Agreement and Assignor as agent, custodian and collateral holder under the Second Credit Agreement entered into the Amendment and Assignment of Trademark Security Agreement, dated as of August 30, 1990, (the "Amendment and Assignment of Trademark Security Agreement") whereby Citibank, N.A., as agent, custodian and collateral holder assigned all of its right, title and interest in and to the Trademark Collateral and the Trademark Security Agreement to Assignor, as agent, custodian and collateral holder, and whereby the Principal Assignee and certain of the Additional Assignees (not including Coleman Heating and Air Conditioning Products, Inc., Canadian Coleman Supply, Inc., Crosman Products, Inc., Western Cutlery Co., Dixon Industries, Inc. Coleman Recreation Vehicles, Inc., Coleman R.V. Products, Inc. and Coleman Faulkner, Inc.), as borrowers under the First Credit Agreement, consented to such assignment and reaffirmed the lien on and security interest in the entire right, title and interest in and to the Trademark Collateral set forth on Schedules I, II and III to the Amendment and Assignment of Trademark Security Agreement, which superseded Schedules I, II and III to the Trademark Security Agreement;

WHEREAS, the Amendment and Assignment of Trademark Security Interest was recorded in the United States Patent and Trademark Office on August 30, 1990, at Reel 0759/Frame 0104 et. seq.;

WHEREAS, the Principal Assignee consummated a corporate restructuring, pursuant to which it assigned certain of its assets, including certain of the Trademark Collateral to the Subsidiary Assignee, a wholly owned subsidiary of the Principal Assignee, as of February 26, 1992 (the "Transferred Trademark Collateral");

WHEREAS, the Principal Assignee and the Subsidiary Assignee entered into a trademark assignment of the Transferred Trademark Collateral, dated as of February 24, 1992 (the "Trademark Assignment") ;

WHEREAS, the Trademark Assignment was recorded in the United States Patent and Trademark Office on March 13, 1992, at Reel 0850/Frame 0290 et. seq.;

WHEREAS, the Amendment and Assignment of Trademark Security Agreement was restated, with regard to Transferred Trademark Collateral, in the Public Amended and Restated Trademark and Security Agreement, dated as of February 26, 1992, by and among the Assignor, as agent, custodian and collateral holder, and the Subsidiary Assignee as owner by assignment of the Transferred Trademark Collateral (the "Public Amended and Restated Trademark Security Agreement") and, with regard to the Trademark Collateral which is not Transferred Trademark Collateral, in the Private Amended and Restated Trademark and Security Agreement, dated as of February 26, 1992, and amended as of March 4, 1992, by and among the Assignor, as agent, custodian, and collateral holder, and the Additional Assignees party to the Amendment and Assignment of Trademark Security Agreement (except for Coleman Outdoor Products, Inc.) and the Further Additional Assignee (the "Private Amended and Restated Trademark Security Agreement") which, together with the Public Amended and Restated Trademark and Security Agreement restates and supersedes the Trademark Security Agreement;

WHEREAS, the Public Amended and Restated Trademark and Security Agreement was recorded in the United States Patent and Trademark Office on March 13, 1992, at Reel 0850/Frame 0115 et. seq. and the Private Amended and Restated Trademark and Security Agreement, as amended, was recorded in the United States Patent and Trademark Office on March 13, 1992, at Reel 0850/Frame 0001 et. seq.

WHEREAS, Supplement No. 3 to the Public Amended and Restated Trademark and Security Agreement was recorded in the United States Patent and Trademark Office on March 24, 1994, at Reel 1128/Frame 0259 et. seq. (Supplements No. 1 and No. 2 were not separately recorded);

WHEREAS, Assignor, as agent and custodian for the Trademark Collateral pursuant to the Amended and Restated Trademark Security Agreement assigned the security interest in the Transferred Trademark Collateral to Assignor, as agent and custodian for the Transferred Trademark Collateral pursuant to the Public Amended and Restated Trademark Security Agreement in an Assignment of Trademark Security Agreement dated as of March 4, 1992, which assignment was acknowledged by the Subsidiary Assignee (the "Assignment of Trademark Security Agreement");

WHEREAS, the Assignment of Trademark Security Agreement was recorded in the United States Patent and Trademark Office on March 13, 1992, at Reel 0852/Frame 0015 et. seq.;

WHEREAS, the Public Amended and Restated Trademark and Security Agreement was supplemented by Supplement No. 1 dated as of February 26, 1992, Supplement No. 2, dated as of December 30, 1992, and Supplement No. 3, dated as of December 29, 1993, by and among the Assignor, as agent, custodian and collateral holder under the Public Amended and Restated Trademark and Security Agreement, and Coleman Spas, Inc., a California corporation, alone among the Additional Assignees, to include additional Trademark Collateral (as defined in the Trademark Security Agreement), and was acknowledged in a Trademark Security Agreement Acknowledgment made part thereof whereby Coleman Powermate, alone among the Subsidiary Assignees, and the Other Assignees ratified, confirmed, acknowledged and restated their obligations under the Trademark Security Agreement as if they were an original party to the Trademark Security Agreement;

WHEREAS, all obligations of Assignees under the foregoing documents and instruments are satisfied and fully performed;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor, as agent, custodian and collateral holder under the foregoing documents and instruments and on behalf of itself and each lender party to any of the foregoing agreements hereby terminates and releases (and hereby confirms any termination and release heretofore granted to Assignees with respect to the Trademark Collateral) its security interest in and lien upon all Trademark Collateral as defined in any and all the foregoing documents and instruments, including but not limited to the U.S. trademark registrations and trademark applications set forth in Exhibit A hereto and including the goodwill of the business symbolized thereby, and reassigns to Assignees any and all right, title, and

