

EXHIBIT A

TILIA INTERNATIONAL, INC.

<u>Mark</u>	<u>Owner</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Status</u>	<u>Country</u>	<u>Class</u>
SAVERMATE	Tilia International, Inc.		2,054,185	Registered	United States	
FOODSAVER (and Design)	Tilia International, Inc.		2,039,276	Registered	United States	
FOODSAVER (Stylized)	Tilia International, Inc.		1,422,539	Registered	United States	
FOODSAVER	Tilia International, Inc.	76/091,453		Pending	United States	
FOODSAVER	Tilia International, Inc.	76/273,810	2,547,293	Registered	United States	007

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FOODSAVER (stylized)	Tilia International, Inc.	76/282,699			United States	
VACUTOP	Tilia International, Inc.		1,975,360	Registered	United States	
VACUSAVE (stylized)	Tilia International, Inc.		1,523,201	Registered	United States	
VACLOC	Tilia International, Inc.		2,073,170	Registered	United States	
FRESHSAVER	Tilia International, Inc.		2,117,266	Registered	United States	
FRESHSAVER	Tilia International, Inc.	76/331,804			United States	
FRESHSAVER	Tilia International, Inc.	76/356,619			United States	

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GAMESAVER	Tilia International, Inc.	75/660,552			United States	
BAG VAC	Tilia International, Inc.	75/568,601			United States	
ULTRACHEF	Tilia International, Inc.	76/015,299			United States	
CHEFMAKER (Stylized)	Tilia International, Inc.	76/291,532			United States	007
CHEFMAKER	Tilia International, Inc.	76/331,422			United States	
CHEFMAKER	Tilia International, Inc.	76/197,987			United States	
CHEF MAKER	Tilia International, Inc.	75/934,664			United States	

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TILIA	Tilia International, Inc.		2,527,390	Registered	United States	16
TILIA	Tilia International, Inc.	76/152,560			United States	007, 021
TILIA	Tilia International, Inc.	76/308,562			United States	007
ORIGINAL HOME VACUUM PACKAGING SYSTEM	Tilia International, Inc.	76/091,439			United States	
THE ULTIMATE VACUUM PACKAGING SYSTEM	Tilia International, Inc.	76/378,914			United States	
DEMODIRECT	Tilia International, Inc.	76/106,259			United States	
SPICESHEETS	Tilia International, Inc.	76/106,258			United States	

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HMW Document Number: 584010.2

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SPICESHEETS	Tilia International, Inc.	76/255,325			United States	
SPICESHEETS	Tilia International, Inc.	76/302,163			United States	016, 030
VORTEX LOGO	Tilia International, Inc.	76/309,817			United States	
FOODSAVER CENTER	Tilia International, Inc.	76/319,432			United States	
THE ALL-IN-ONE KITCHEN SOLUTION: FOOD PROCESSOR/MIXER/BLENDER	Tilia International, Inc.	76/357,072			United States	
FOODGUARD	Tilia International, Inc.	76/416150		Pending	U. S .A	7,16,17,21

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "IP Security Agreement") is made and entered into as of April 24, 2002 by **ALLTRISTA CORPORATION**, a Delaware corporation (herein referred to as a "Grantor" and the "Borrower"), and **EACH OF THE UNDERSIGNED SUBSIDIARIES OF THE BORROWER AND EACH OTHER PERSON WHO SHALL BECOME A PARTY HERETO BY EXECUTION OF AN IP SECURITY JOINDER AGREEMENT** (each a "Guarantor" and a "Grantor", and collectively with the Borrower, the "Grantors"), and **BANK OF AMERICA, N.A.**, a national banking association, as Administrative Agent (the "Administrative Agent") for each of the lenders (the "Lenders", and together with the Administrative Agent, the "Secured Parties") now or hereafter party to the Credit Agreement (as defined below). All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned thereto in the Credit Agreement.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of April 24, 2002 by and among the Borrower, the Administrative Agent, the Documentation Agent, the Syndication Agent and the Lenders (as from time to time amended, revised, modified, supplemented, amended and restated or replaced, renewed, refunded or refinanced, the "Credit Agreement"), the lenders have made available to the Borrower a term loan facility and a revolving credit facility with a letter of credit sublimit and a swing line facility; and

WHEREAS, as collateral security for payment and performance of the Borrower's Obligations, the Borrower is willing to grant to the Administrative Agent for the benefit of the Secured Parties a security interest in the Collateral (as defined below) pursuant to the terms of this IP Security Agreement; and

WHEREAS, each Guarantor will materially benefit from the Loans to be made, and the Letters of Credit to be issued, under the Credit Agreement and each Guarantor is a party (as signatory or by joinder) to a Guaranty pursuant to which each Guarantor guarantees the Obligations of the Borrower; and

WHEREAS, as collateral security for payment and performance by each Guarantor of its Guarantor's Obligations (as defined in the Guaranty to which such Guarantor is a party) and for payment and performance of its obligations and liabilities (whether now existing or hereafter arising) hereunder or under any of the other Loan Documents to which it is now or hereafter becomes a party, each Guarantor is willing to grant to the Administrative Agent for the benefit of the Secured Parties a security interest in the Collateral pursuant to the terms of this IP Security Agreement; and

WHEREAS, the Secured Parties are unwilling to enter into the Loan Documents unless the Borrower and the Guarantors enter into this IP Security Agreement;

NOW, THEREFORE, in order to induce the Secured Parties to enter into the Loan Documents and to make Loans and issue Letters of Credit, and in further consideration of the premises and the mutual covenants contained herein, the parties hereto agree as follows:

1. **Grant of Security Interest.** The Borrower hereby grants as collateral security for the payment, performance and satisfaction of all of the Borrower's Obligations, and each Guarantor hereby grants as collateral security for the payment, performance and satisfaction of all of its Guarantor's Obligations (as defined in the Guaranty), and each of them hereby grants as collateral security for the payment and performance of its obligations and liabilities (whether now existing or hereafter arising) hereunder or under any of the other Loan Documents to which it is now or hereafter becomes a party (such Borrower's Obligations, Guarantor's Obligations and all other obligations and liabilities of the Borrower and the other Grantors referred to collectively as the "Secured Obligations"), to the Administrative Agent for the benefit of the Secured Parties a continuing first priority security interest in and to, and collaterally assigns to the Administrative Agent for the benefit of the Secured Parties, the following property of such Grantor or in which such Grantor has or may have or acquire an interest or the power to transfer rights therein, whether now owned or existing or hereafter created, acquired or arising and wheresoever located:

(a) all of such Grantor's right, title and interest, whether now owned or hereafter acquired, in and to all United States and foreign patents and patent applications (including without limitation the patents and patent applications identified on Schedule I attached hereto and incorporated herein by reference) and including the right to recover for all past, present and future infringements thereof and all reissues, divisions, continuations, continuations in part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");

(b) all of such Grantor's right, title and interest, whether now owned or hereafter acquired, in and to all United States and foreign trademarks, trade names, domain names, trade dress, service marks, trademark and service mark registrations, and applications for trademark or service mark registration and any renewals thereof (including without limitation each trademark, trade name, domain name and service mark registration and application identified in Schedule II attached hereto and incorporated herein by reference) and including all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto (including without limitation damages for past or future infringements thereof), the right to sue or otherwise recover for all past, present and future infringements thereof, all rights corresponding thereto throughout the world (but only such rights as now exist or may come to exist under applicable local law) and all other rights of any kind whatsoever of each Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark and service mark (collectively, the "Trademarks");

(c) all of such Grantor's right, title and interest, whether now owned or hereafter acquired, in and to all United States and foreign copyrights and copyright

applications (including without limitation the copyright registrations identified on Schedule III attached hereto and incorporated herein by reference) and including the right to recover for all past, present and future infringements thereof and all supplemental registrations, renewals, and extensions thereof, and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Copyrights"); and

(d) all proceeds of any of the foregoing.

All of the property and interests in property described in clauses (a) through (d) are herein collectively referred to as the "Collateral". The security interests granted under this IP Security Agreement are herein referred to as the "Security Interests."

2. **Perfection.** As of the date of execution of this IP Security Agreement or an IP Security Joinder Agreement by each Grantor, as applicable (with respect to each Grantor, its "Applicable Date"), such Grantor shall have furnished the Administrative Agent with properly executed financing statements in form, number and substance suitable for filing, sufficient under applicable law, and satisfactory to the Administrative Agent in order that upon the filing of the same the Administrative Agent, for the benefit of the Secured Parties, shall have a duly perfected security interest in all Collateral in which a security interest can be perfected by the filing of financing statements, subject only to Liens allowed to exist and have priority under Section 7.01 of the Credit Agreement ("Permitted Liens") with the effect that the Liens conferred in favor of the Administrative Agent shall be and remain duly perfected and of first priority. All financing statements (including all amendments thereto and continuations thereof), certificates, acknowledgments, instruments and other documents furnished in connection with the creation, enforcement, protection, perfection or priority of the Administrative Agent's security interest in or collateral assignment of Collateral, including such items as are described above in this Section 2 or in Sections 3 and 4 below, are sometimes referred to herein as "Perfection Documents". The delivery of possession of items of or evidencing Collateral, causing other Persons to execute and deliver Perfection Documents as appropriate, the filing or recordation of Perfection Documents, the establishment of control over items of Collateral, and the taking of such other actions as may be necessary or advisable in the determination of the Administrative Agent to create, enforce, protect, perfect, or establish or maintain the priority of, the security interest of or collateral assignment to, the Administrative Agent for the benefit of the Secured Parties in the Collateral is sometimes referred to herein as "Perfection Action".

3. **Security for Obligations.** The Security Interests granted under this IP Security Agreement by (a) the Borrower secure the payment, performance and satisfaction of all of the Secured Obligations now or hereafter owing by the Borrower and (b) each Guarantor to secure the payment, performance and satisfaction of all of the Secured Obligations now or hereafter owing by such Guarantor.

The Security Interests granted by this IP Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent, for the benefit of the Secured Parties, in other assets of each Grantor pursuant to the other Loan Documents.

4. **Collateral Assignment.** In addition to, and not in limitation of, the grant of the Security Interests in the Patents, Trademarks and Copyrights in Section 1 above, each Grantor hereby grants, assigns, transfers, conveys and sets over to the Administrative Agent, for the benefit of the Secured Parties, the Grantor's entire right, title and interest in and to the Patents, Trademarks and Copyrights; provided, that such grant, assignment, transfer, conveyance and set over shall become effective only at the election of the Administrative Agent following the occurrence of an Event of Default that is continuing at the time of such election. Each Grantor hereby agrees that after the effectiveness of such grant, assignment, transfer, conveyance and set over of any of the Patents, Trademarks and Copyrights, the use by the Administrative Agent of any of such Patents, Trademarks and Copyrights shall be without any liability for royalties or other related charges from the Administrative Agent to any Grantor. In furtherance of the foregoing, each Grantor has executed in blank and delivered to the Administrative Agent an assignment of federally registered patents, trademarks and copyrights (the "IP Assignment") owned by it in the form of Exhibit A hereto, such blank assignments to be filed and/or otherwise used by the Administrative Agent only upon the occurrence and during the continuance of an Event of Default. Each Grantor hereby authorizes the Administrative Agent to complete as assignee, execute, and record with the United States Patent and Trademark Office (the "Patent and Trademark Office") and the United States Copyright Office (the "Copyright Office") and with other applicable state and federal agencies and authorities, each IP Assignment upon the occurrence of an Event of Default that is continuing at the time of filing.

5. **Further Assurances.**

(a) Each Grantor agrees that from time to time, at the expense of such Grantor, such Grantor will promptly execute and deliver all further instruments and documents, including such other Perfection Documents and take all further action and such other or additional Perfection Action, as may be required by the terms of the Loan Documents or as the Administrative Agent may reasonably request, in order to (i) continue, perfect and protect any Security Interest or collateral assignment granted or purported to be granted hereby, and (ii) enable the Administrative Agent, for the benefit of the Secured Parties, to exercise and enforce its rights and remedies hereunder with respect to any part of the Collateral. Without limiting the generality of the foregoing, each Grantor will execute and file (with the appropriate governmental offices, authorities, agencies and regulatory bodies) such joinders or supplements to this IP Security Agreement and such financing or continuation statements, or amendments thereto, and such other instruments or notices, including executed IP Assignments (but the filing of such IP Assignments shall be effected only in accordance with Section 4 above), with the Patent and Trademark Office and the Copyright Office, as may be necessary or desirable, or as the Administrative Agent, on behalf of the Secured Parties, may reasonably request, in order to perfect and preserve the Security Interests and collateral assignments granted hereby.

(b) Each Grantor hereby authorizes the Administrative Agent, on behalf of the Secured Parties, to file, where permitted by law, one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of such Grantor. A carbon, photographic or other reproduction of this IP Security Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(c) Each Grantor will furnish to the Administrative Agent, on behalf of the Secured Parties, from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Administrative Agent, on behalf of the Secured Parties, may reasonably request, all in reasonable detail.

(d) Each Grantor agrees to maintain among its books and records appropriate notations or evidence of, and to make or cause to be made appropriate disclosure upon its financial statements or, the Security Interests granted hereunder to the Administrative Agent for the benefit of the Secured Parties.

(e) Each Grantor agrees that, should it have or obtain an ownership interest in any material United States patent or patent application that is not now identified on Schedule I, any material trademark or trademark application that is not now identified on Schedule II or any material copyright registration or copyright application that is not now identified on Schedule III: (i) the provisions of this IP Security Agreement shall automatically apply to such item, and such item shall automatically become part of the Collateral; (ii) such Grantor shall, within one month after acquiring or becoming aware of such ownership interest, (A) give written notice thereof to the Administrative Agent, (B) take all commercially reasonable and appropriate steps to protect such material Patents, Trademarks and Copyrights, as, for example, by filing applications for their registration with the Patent and Trademark Office or the Copyright Office, as applicable, and (C) with respect to such material Patents, Trademarks and Copyrights, prepare, execute and file in the Patent and Trademark Office or the Copyright Office, as applicable, within the requisite time period, all documents that are known by such Grantor to be necessary or that the Administrative Agent, on behalf of the Secured Parties, reasonably requests in order to perfect the Security Interest of the Administrative Agent, on behalf of the Secured Parties, therein, including delivery to the Administrative Agent of an executed IP Assignment. Each Grantor authorizes the Administrative Agent, on behalf of the Secured Parties, to execute and file (subject in the case of the filing of IP Assignments, to the limitation contained in Section 4 above) such a document in the name of such Grantor if such Grantor fails to do so.

(f) Without limiting Article IIA or Section 6.14 of the Credit Agreement, each Grantor agrees that should any of its Domestic Subsidiaries (other than a Subsidiary which is a party hereto and whether now or hereafter existing) obtain any ownership interest in any intellectual property of a nature that would be Collateral hereunder if owned by such Grantor, such Grantor shall either cause such Subsidiary (i) to become a party hereto by executing an IP Security Joinder Agreement and a party to the Guaranty by executing a Guaranty Joinder Agreement and other Security Instruments in accordance with Section 6.14 of the Credit Agreement, or (ii) to transfer and assign, all such Subsidiary's ownership interests therein to such Grantor, whereupon the provisions of subsection (e) of this Section 5 shall be applicable thereto.

(g) Each Grantor agrees: (i) to take all commercially reasonable steps in any proceeding before the Patent and Trademark Office, the Copyright Office or any similar office or agency in any other country or any political subdivision thereof or in any court, to maintain and pursue each patent application now or hereafter included in the Collateral which the Grantor determines to be material to the conduct of its business, and to maintain each such Patent, and each Trademark or Copyright now or hereafter included in the Collateral that such Grantor determines to be material to the conduct of its business, including the filing of divisional, continuation, continuation-in-part and substitute applications, the filing of applications for reissue, renewal or extensions, the payment of fees, and the participation in interference, reexamination, opposition and infringement proceedings, to the extent commercially reasonable; (ii) to take corresponding steps with respect to unpatented inventions which the Grantor determines to be material to the conduct of its business and on which such Grantor is now or hereafter becomes entitled to seek protection, including maintaining the confidentiality of such inventions if filing a patent application is not justified in the commercially reasonable judgment of such Grantor; and (iii) to bear any expenses incurred in connection with such activities.

(h) No Grantor shall do any act or omit to do any act whereby any of the Collateral may become dedicated or abandoned, except where such dedication or abandonment (i) will not cause, create or give rise to a Material Adverse Effect, and (ii) is in the ordinary course of such Grantor's business.

(i) Each Grantor agrees that in the event that any of the Collateral which is material to the operation of its business and as to which it has granted the Security Interests is infringed or misappropriated by a third party, such Grantor shall take all commercially reasonable steps to terminate the infringement or misappropriation, and take such other commercially reasonable actions as such Grantor shall deem appropriate under the circumstances to protect such Collateral. Any expense incurred in connection with such activities shall be borne by such Grantor.

6. General Representations and Warranties. Each Grantor represents and warrants as follows:

(a) It has full power, legal right and lawful authority to enter into this IP Security Agreement (and any IP Security Joinder Agreement applicable to it) and to perform its terms, including the grant of the Security Interests herein provided for.

(b) No authorization, consent, approval or other action by, and no notice to or filing with, any Governmental Authority or other regulatory body or any other Person is required either (i) for the grant by such Grantor of the Security Interests granted hereby, or the collateral assignment hereunder, or for the execution, delivery or performance of this IP Security Agreement (or any IP Security Joinder Agreement applicable to it) by such Grantor, or (ii) for the perfection of or the exercise by the Administrative Agent, on behalf of the Secured Parties, of its rights and remedies hereunder, except (x) with respect to the Security Interests, the filing of this IP Security Agreement with the Patent and Trademark Office and the Copyright Office, as applicable, and the filings required by the Uniform Commercial Code of the State in which such Grantor is formed, (y) with respect to the consummation of assignment pursuant to Section 4 above, the filing in the Patent and Trademark Office or the Copyright Office, as applicable, of the IP Assignments, and (z) to the extent that the exercise of rights and remedies may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium or similar law affecting creditors rights generally or by general principles of equity.

(c) No action or proceeding is pending or, to such Grantor's knowledge, threatened seeking to limit, cancel or question the validity of any part of the Collateral, which such action or proceeding, if determined adversely to such Grantor, could reasonably be expected to have a Material Adverse Effect.

(d) It has not granted any release, covenant not to sue, or non-assertion assurance to any third person with respect to any material part of the Collateral.

(e) The actions contemplated under or in connection with the Loan Documents will not impair the legal right of such Grantor to use any of the Collateral.

(f) Except as set forth on Schedule 6(f) hereto, such Grantor has no knowledge of the existence of any right under any patent, trademark, license agreement, trade name, trade secret, know-how, confidential research, development and commercial information, or other proprietary information held by any other Person that would materially interfere with the ability of such Grantor to carry on its business as currently carried on, and such Grantor has no knowledge of any claim to the contrary.

(g) None of such Grantor's Domestic Subsidiaries (except to the extent that such Subsidiaries are also Grantors hereunder or grantors under any other Security Instrument relating to such property) has an ownership interest in any patents, patent applications, copyrights, copyright applications, trademark, trade name, trade dress, service marks, trademark or service mark registrations or any applications for trademark or service mark registration or any other intellectual property of a nature that would be Collateral hereunder if owned by such Grantor.

(h) No claim has been made, and such Grantor has no knowledge of any claim, that the use by such Grantor of any Collateral does or may violate the rights of any Person, to the extent that such claim could reasonably be expected to have a Material Adverse Effect.

7. **Patent Representations and Warranties.** Each Grantor represents and warrants as follows:

(a) It is the sole, legal and beneficial owner of the entire right, title and interest in and to the material Patents purported to be granted by it hereunder, free and clear of any Lien, security interest, option, charge, pledge, registered user agreement, assignment (whether conditional or not), or covenant, or any other encumbrance, except for non-exclusive licenses as to which such Grantor is the licensor, Permitted Liens, and the Security Interests created by this IP Security Agreement. Upon and after the filing of certain UCC termination statements and related releases obtained on or about the date hereof in connection with (i) the closing of the Transaction (including the payoff of Union Bank of California's credit facility with the Seller) and (ii) the termination of the Existing Credit Agreement, and the acceptance and filing of such UCC termination statements and related releases by the appropriate jurisdictions and Governmental Authorities, no financing statement or other instrument similar in effect covering all or any part of the Patents purported to be granted by such Grantor hereunder shall be on file in any recording office, including, without limitation, the Patent and Trademark Office, except such as may have been filed in favor of the Administrative Agent, for the benefit of the Secured Parties.

(b) Set forth on Schedule I is a list of all of the Patents owned by such Grantor and utilized in the conduct of its business as currently conducted and material in such Grantor's operations or in the selling or marketing of such Grantor's products or services.

(c) Each Patent of such Grantor identified on Schedule I hereto is validly subsisting and has not been adjudged unpatentable, invalid or unenforceable, in whole or in part, and to the knowledge of such Grantor is patentable, valid and enforceable, and each of such Patent applications has been filed in conformity with applicable rules and procedures of the Patent and Trademark Office in all material respects and will be prosecuted in conformity therewith so as not to become improperly abandoned.

8. **Trademark Representations and Warranties.** Each Grantor represents and warrants as follows:

(a) It is the sole, legal and beneficial owner of the entire right, title and interest in and to the material Trademarks purported to be granted by it hereunder, free and clear of any Lien, security interest, option, charge, pledge, registered user agreement, assignment (whether conditional or not), or covenant, or any other encumbrance, except for non-exclusive licenses as to which such Grantor is the licensor, Permitted Liens, and the Security Interests created by this IP Security Agreement. Upon and after the filing of certain UCC termination statements and related releases obtained on or about the date

hereof in connection with (i) the closing of the Transaction (including the payoff of Union Bank of California's credit facility with the Seller) and (ii) the termination of the Existing Credit Agreement, and the acceptance and filing of such UCC termination statements and related releases by the appropriate jurisdictions and Governmental Authorities, no financing statement or other instrument similar in effect covering all or any part of the Trademarks purported to be granted by such Grantor hereunder shall be on file in any recording office, including, without limitation, the Patent and Trademark Office, except such as may have been filed in favor of the Administrative Agent, for the benefit of the Secured Parties.

(b) Set forth on Schedule II is a list of all of the Trademarks owned by such Grantor and utilized in the conduct of its business as currently conducted and material in such Grantor's operations or in the selling or marketing of such Grantor's products or services.

(c) Except as expressly described on Schedule II, each Trademark of such Grantor identified on Schedule II is validly subsisting and has not been abandoned or adjudged invalid, unregistrable or unenforceable, in whole or in part, and is, to such Grantor's knowledge, valid, registrable and enforceable, and each application for registration of any such Trademark has been filed in conformity with applicable rules and procedures of the Patent and Trademark Office in all material respects and will be prosecuted in conformity therewith.

9. Copyright Representations and Warranties. Each Grantor represents and warrants as follows:

(a) It is the sole, legal and beneficial owner of the entire right, title and interest in and to the material Copyrights purported to be granted by it hereunder, free and clear of any Lien, security interest, option, charge, pledge, registered user agreement, assignment (whether conditional or not), or covenant, or any other encumbrance, except for the Permitted Liens, Security Interests created or permitted by this IP Security Agreement or the Credit Agreement. Upon and after the filing of certain UCC termination statements and related releases obtained on or about the date hereof in connection with (i) the closing of the Transaction (including the payoff of Union Bank of California's credit facility with the Seller) and (ii) the termination of the Existing Credit Agreement, and the acceptance and filing of such UCC termination statements and related releases by the appropriate jurisdictions and Governmental Authorities, no financing statement or other instrument similar in effect covering all or any part of the Copyrights purported to be granted by such Grantor hereunder shall be on file in any recording office, including, without limitation, the Copyright Office, except such as may have been filed in favor of the Administrative Agent, for the benefit of the Secured Parties.

(b) Set forth on Schedule III is a list of all of the federally registered Copyrights owned by such Grantor and utilized in the conduct of its business as currently

conducted and material in such Grantor's operations or used in the selling or marketing of such Grantor's products or services.

(c) Each Copyright of such Grantor identified on Schedule III is validly subsisting and has not been abandoned or adjudged invalid, unregistrable or unenforceable, in whole or in part, and is, to such Grantor's knowledge, valid, registrable and enforceable, and each of such Copyright applications has been filed in conformity with applicable rules and procedures of the Copyright Office in all material respects and will be prosecuted in conformity therewith so as not to become improperly abandoned.

10. **Transfers and Other Liens.** No Grantor shall:

(a) sell, assign (by operation of law or otherwise) or otherwise dispose of any of, or grant any option with respect to, the Collateral, except as permitted by the Credit Agreement or, with respect to such Collateral as is not material to the business of such Grantor, which may be transferred in the ordinary course of business, except that any Grantor may license the Collateral either on an exclusive or a non-exclusive basis (i) in the ordinary course of such Grantor's business, provided that such license is necessary or desirable in the conduct of such Grantor's business, or (ii) in connection with a sale of assets in compliance with Section 7.05 of the Credit Agreement. The Administrative Agent, for the benefit of the Secured Parties, shall execute any documents that such Grantor may reasonably request in order to permit the Grantor to exercise its right hereunder to license the Collateral, provided that the Administrative Agent shall not be required to do anything that may, in the sole judgment of the Administrative Agent, adversely affect the validity of the Security Interests;

(b) create or suffer to exist any Lien, security interest or other charge or encumbrance upon or with respect to any of the Collateral except for Permitted Liens or the Security Interests created by this IP Security Agreement; or

(c) take any other action in connection with any of the Collateral that would impair the value of the interest or rights of such Grantor in the Collateral taken as a whole or that would impair the interest or rights of the Administrative Agent for the benefit of the Secured Parties.

11. **Administrative Agent Appointed Attorney-in-Fact.** Each Grantor hereby appoints the Administrative Agent as the Grantor's attorney-in-fact for the purposes of carrying out the provisions of this IP Security Agreement and taking any action and executing any instrument which the Administrative Agent may deem necessary or advisable to accomplish the purposes hereof, which appointment is irrevocable and coupled with an interest; provided, that the Administrative Agent shall have and may exercise rights under this power of attorney only upon the occurrence and during the continuance of an Event of Default. Without limiting the generality of the foregoing, upon the occurrence and during the continuance of an Event of Default, the Administrative Agent shall have the right and power

(a) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;

(b) to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection with clause (a) above;

(c) to endorse such Grantor's name on any checks, notes, drafts or any other payment relating to or constituting proceeds of the Collateral which comes into the Administrative Agent's possession or the Administrative Agent's control, and deposit the same to the account of the Administrative Agent, for the benefit of the Secured Parties, on account and for payment of the Secured Obligations.

(d) to file any claims or take any action or institute any proceedings that the Administrative Agent may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Administrative Agent, for the benefit of the Secured Parties, with respect to any of the Collateral; and

(e) to execute, in connection with any sale or other disposition of Collateral provided for herein, any endorsement, assignments, or other instruments of conveyance or transfer with respect thereto.

12. **Administrative Agent May Perform.** If any Grantor fails to perform any agreement contained herein, the Administrative Agent may itself perform, or cause performance of, such agreement, and the expenses of the Administrative Agent incurred in connection therewith shall be payable by such Grantor under Section 16 hereof to the fullest extent permitted by applicable law. The Administrative Agent agrees that, upon its performing or causing the performance of any agreement contained herein, it will promptly provide notice thereof to the Borrower, provided that the failure so to provide notice shall not affect the obligation of the Borrower to pay amounts incurred in connection therewith pursuant to this Section 12.

13. **The Administrative Agent's Duties.**

(a) The Administrative Agent shall be under no duty or liability with respect to the collection, protection or preservation of the Collateral, or otherwise, beyond the use of reasonable care in the custody and preservation thereof while in its possession.

(b) Each Grantor agrees to pay when due all taxes, charges, Liens and assessments against the Collateral in which it has an interest, unless being contested in good faith by appropriate proceedings diligently conducted and against which adequate reserves have been established in accordance with GAAP and evidenced to the satisfaction of the Administrative Agent and provided that all enforcement proceedings in the nature of levy or foreclosure are effectively stayed. Upon the failure of any Grantor to so pay or contest such taxes, charges, Liens or assessments, or upon the failure of any Grantor to pay any amount pursuant to this IP Security Agreement, the Administrative

Agent at its option may pay or contest any of them (the Administrative Agent having the sole right to determine the legality or validity and the amount necessary to discharge such taxes, charges, Liens or assessments) but shall not have any obligation to make any such payment or contest. All sums so disbursed by the Administrative Agent, including reasonable Attorneys' Costs, court costs, expenses and other charges related thereto, shall be payable on demand by the applicable Grantor to the Administrative Agent and shall be additional Secured Obligations secured by the Collateral, and any amounts not so paid on demand (in addition to other rights and remedies resulting from such nonpayment) shall bear interest from the date of demand until paid in full at the Default Rate.

(c) Each Grantor hereby irrevocably authorizes the Administrative Agent to file (with, or to the extent permitted by applicable law, without the signature of the Grantor appearing thereon) financing statements (including amendments thereto and continuations and copies thereof) showing such Grantor as "debtor" at such time or times and in all filing offices as the Administrative Agent may from time to time determine to be necessary or advisable to perfect or protect the rights of the Administrative Agent and the Secured Parties hereunder, or otherwise to give effect to the transactions herein contemplated.

14. **Reinstatement.** The granting of a security interest in the Collateral and the other provisions hereof shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Secured Obligations is rescinded or must otherwise be returned by any Secured Party or is repaid by any Secured Party in whole or in part in good faith settlement of a pending or threatened avoidance claim, whether upon the insolvency, bankruptcy or reorganization of any Grantor or any other Loan Party or otherwise, all as though such payment had not been made. The provisions of this Section 14 shall survive repayment of all of the Secured Obligations and the termination or expiration of this IP Security Agreement in any manner, including but not limited to termination upon occurrence of the Facility Termination Date.

15. **Remedies Upon An Event of Default.** If an Event of Default shall have occurred and be continuing:

(a) The Administrative Agent, for the benefit of the Secured Parties, may exercise in respect of the Collateral of any defaulting Grantor, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party upon default under the Uniform Commercial Code as in effect in the State of New York (the "UCC") and also may (i) exercise any and all rights and remedies of such Grantor under, in connection with, or otherwise in respect of, such Collateral, including the completion and filing of the IP Assignment, (ii) require such Grantor to, and each Grantor hereby agrees that it will at its expense and upon request of the Administrative Agent forthwith, assemble all or part of the documents embodying such Collateral as directed by the Administrative Agent and make it available to the Administrative Agent, for the benefit of the Secured Parties, at a place to be designated by the Administrative Agent that is reasonably convenient to both the Administrative Agent and such Grantor, (iii) occupy any premises owned or leased by such Grantor

where documents embodying such Collateral or any part thereof are assembled for a reasonable period in order to effectuate the Administrative Agent's rights and remedies hereunder or under applicable law, without obligation to such Grantor in respect of such occupation, (iv) license such Collateral or any part thereof, and (v) without notice except as specified below, sell such Collateral or any part thereof at public or private sale, at any of the Administrative Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Administrative Agent may deem commercially reasonable. Each Grantor agrees that at least ten days' notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Administrative Agent shall not be obligated to make any sale of the Collateral regardless of notice of sale having been given. The Administrative Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) All payments received by any defaulting Grantor under or in connection with any of such Collateral shall be received in trust for the benefit of the Secured Parties, shall be segregated from other funds of such Grantor and shall be immediately paid over to the Administrative Agent, for the benefit of the Secured Parties, in the same form as so received (with any necessary endorsement).

(c) The net cash proceeds resulting from the collection, liquidation, sale, or other disposition of the Collateral of any defaulting Grantor shall be applied first to the expenses (including all Attorneys' Costs) owing pursuant to Section 16 hereof, of retaking, holding, storing, processing and preparing for sale, selling, collecting, liquidating and the like, and then to the satisfaction of all Secured Obligations in accordance with the terms of Section 2.13 and, as applicable, Section 2.06(e)(iii) of the Credit Agreement. Each Grantor shall be liable to the Administrative Agent, for the benefit of the Secured Parties, and shall pay to the Administrative Agent, for the benefit of the Secured Parties, on demand any deficiency which may remain after such sale, disposition, collection or liquidation of the Collateral.

16. **Expenses.** Each Grantor will upon demand pay to the Administrative Agent the amount of any and all reasonable expenses, including Attorneys' Costs and the reasonable fees and disbursements of any experts and agents, that the Administrative Agent, for the benefit of the Secured Parties, may incur in connection with (i) the custody, preservation, use or operation of, or the sale of, collection from or other realization upon, any of the Collateral, (ii) the exercise or enforcement of any of the rights of the Secured Parties, or (iii) the failure by any Grantor to perform or observe any of the provisions hereof.

17. **Waiver.** Each Grantor waives to the extent permitted by applicable law (a) any right to require any Secured Party or any other obligee of the Secured Obligations to (x) proceed against any Person or entity, including without limitation any Loan Party, (y) proceed against or exhaust any Collateral or other collateral for the Secured Obligations, or (z) pursue any other remedy in its power; (b) any defense arising by reason of any disability or other defense of any other Person, or by reason of the cessation from any cause whatsoever of the liability of any

other Person or entity, (c) any right of subrogation, or (d) any right to participate in any collateral or security whatsoever now or hereafter held by the Administrative Agent for the benefit of the Secured Parties. Each Grantor authorizes each Secured Party and each other obligee of the Secured Obligations without notice (except notice required by applicable law) or demand and without affecting its liability hereunder or under the Loan Documents from time to time to: (i) take and hold security that may be granted to it, other than the Collateral herein described, for the payment of such Secured Obligations or any part thereof, and exchange, enforce, waive and release the Collateral herein described or any part thereof or any such other security; and (ii) after the occurrence and during the continuance of an Event of Default, apply such Collateral or other security and direct the order or manner of sale thereof as such Secured Party or obligee in its discretion may determine. Nothing in this Section 17 is intended as a waiver of any Grantor's right to proceed against any Secured Party in connection with any duty to protect the Collateral as provided in Section 13(a) hereof or otherwise.

18. **Amendments.** No amendment, modification, or termination or waiver of any provision of this IP Security Agreement nor consent to any departure by any Grantor therefrom shall in any event be effective unless effected in accordance with Section 10.01 of the Credit Agreement, then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

19. **Continuing Security Interest; Assignments Under the Credit Agreement**

(a) This IP Security Agreement shall create a continuing Security Interest in the Collateral and shall remain in full force and effect until terminated in accordance with the provisions of Section 29 hereof.

(b) Except as permitted by this IP Security Agreement or the Credit Agreement, no Grantor shall sell, lease, transfer or otherwise dispose of any item of Collateral during the term of this IP Security Agreement without the prior written consent of the Required Lenders to such sale, lease, transfer or other disposition.

(c) Upon the termination of this IP Security Agreement in accordance with Section 29 hereof, the Collateral shall be automatically released from the Liens created hereby, all rights to the Collateral shall automatically revert to the Grantors, and this IP Security Agreement and all obligations of the Grantors hereunder shall terminate without delivery of any instrument or performance of any act by any party. Upon such termination of this IP Security Agreement, the Administrative Agent shall reassign and redeliver such Collateral then held by or for the Secured Parties and execute and deliver to each Grantor such documents as it shall reasonably request to evidence such termination.

20. **Additional Collateral.** If any Grantor shall acquire or hold any additional material Patents, Trademarks or Copyrights not listed on Schedules I, II, or III hereto (any such Patents, Trademarks or Copyrights being referred to herein as the "Additional Collateral"), such Grantor shall promptly deliver to the Administrative Agent for the benefit of the Secured Parties a revised Schedule I, II, or III hereto, as applicable, reflecting the ownership and pledge of such

Additional Collateral. Each Grantor shall comply with the requirements of this Section 20 concurrently with the acquisition of any such Additional Collateral.

21. **Joinder.** Each Person who shall at any time execute and deliver to the Administrative Agent an IP Security Joinder Agreement substantially in the form attached as Exhibit A hereto shall thereupon irrevocably, absolutely and unconditionally become a party hereto and obligated hereunder as a Grantor and shall have thereupon pursuant to Section 1 hereof granted a security interest in and collaterally assigned to the Administrative Agent for the benefit of the Secured Parties all Collateral in which it has at its Applicable Date or thereafter acquires any interest or the power to transfer, and all references herein and in the other Loan Documents to the Grantors or to the parties to this IP Security Agreement shall be deemed to include such Person as a Grantor hereunder. Each IP Security Joinder Agreement shall be accompanied by the Supplemental Schedules referred to therein, appropriately completed with information relating to the Grantor executing such IP Security Joinder Agreement and its property. Each of the applicable Schedules attached hereto shall be deemed amended and supplemented without further action by such information reflected on the Supplemental Schedules.

22. **Definitions.** All terms used herein unless otherwise defined herein or in the Credit Agreement shall be defined in accordance with the appropriate definitions appearing in the Uniform Commercial Code in effect in New York, and such definitions are hereby incorporated herein by reference and made a part hereof.

23. **Entire Agreement.** This IP Security Agreement and each IP Security Joinder Agreement, together with the Credit Agreement and the other Loan Documents, constitutes and expresses the entire understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements, commitments or conditions, express or implied, oral or written, except as contained in the Loan Documents. The express terms hereof and of the IP Security Joinder Agreements control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof or thereof. Neither this IP Security Agreement or any IP Security Joinder Agreement nor any portion or provision hereof or thereof may be changed, altered, modified, supplemented, discharged, canceled, terminated, or amended orally or in any manner other than as provided in the Credit Agreement.

24. **Evidence of Lien.** Each Grantor hereby consents and agrees that the issuers of or obligors in respect of the Collateral shall be entitled to accept the provisions hereof and of the IP Security Joinder Agreements as conclusive evidence of the right of the Administrative Agent, on behalf of the Secured Parties, to exercise its rights hereunder or thereunder with respect to the Collateral, notwithstanding any other notice or direction to the contrary heretofore or hereafter given by any Grantor or any other Person to any of such issuers or obligors.

25. **Binding Agreement; Assignment.** This IP Security Agreement and each IP Security Joinder Agreement, and the terms, covenants, conditions, rights and remedies hereof, shall be binding upon and inure to the benefit of the parties hereto, and to their respective successors and assigns; provided, however, that no Grantor shall be permitted to assign this IP

Security Agreement, any IP Security Joinder Agreement or any interest herein or therein or in the Collateral. Without limiting the generality of the foregoing sentence of this Section 25, any Lender may assign to one or more Persons, or grant to one or more Persons participations in or to, all or any part of its rights and obligations under the Credit Agreement (to the extent permitted by the Credit Agreement); and to the extent of any such assignment or participation such other Person shall, to the fullest extent permitted by law, thereupon become vested with all the benefits in respect thereof granted to such Lender herein or otherwise, subject however, to the provisions of the Credit Agreement, including Article IX thereof (concerning the Administrative Agent) and Section 10.7 thereof (concerning assignments and participations.) All references herein to the Administrative Agent and to the Secured Parties shall include any successor thereof or permitted assignee, and any other obligees from time to time of the Secured Obligations.

26. **Related Swap Contracts.** All obligations of each Grantor under or in respect of Related Swap Contracts (which are not prohibited under the terms of the Credit Agreement) to which any Lender or any Affiliate of any Lender is a party, shall be deemed to be Secured Obligations secured hereby, and each Lender or Affiliate of a Lender party to any such Related Swap Contract shall be deemed to be a Secured Party hereunder with respect to such Secured Obligations; provided, however, that such obligations shall cease to be Secured Obligations at such time as such Person (or Affiliate of such Person) shall cease to be a "Lender" under the Credit Agreement.

No Person who obtains the benefit of any Lien by virtue of the provisions of this Section shall have any right to notice of any action or to consent to, direct or object to any action hereunder or under any other Loan Document or otherwise in respect of the Collateral (including the release or impairment of any Collateral) other than in its capacity as a Lender and only to the extent expressly provided in the Loan Documents.

27. **Severability.** The provisions of this IP Security Agreement are independent of and separable from each other. If any provision hereof shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof, but this IP Security Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

28. **Counterparts.** This IP Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

29. **Termination.** Subject to the provisions of Section 14, this IP Security Agreement and each IP Security Joinder Agreement, and all obligations of the Grantors hereunder (excluding those obligations and liabilities that expressly survive such termination) shall terminate without delivery of any instrument or performance of any act by any party on the Facility Termination Date. For purposes of this IP Security Agreement, "Facility Termination Date" means the date-as of which all of the following shall have occurred: (a) the Borrower shall have permanently terminated the credit facilities under the Loan Documents by final payment in

full of all Outstanding Amounts, together with all accrued and unpaid interest and fees thereon, other than (i) the undrawn portion of Letters of Credit and (ii) all letter of credit fees relating thereto accruing after such date (which fees shall be payable solely for the account of the Issuing Bank and shall be computed (based on interest rates then in effect) on such undrawn amounts to the respective expiry dates of the Letters of Credit), in each case as have been fully Cash Collateralized or as to which other arrangements with respect thereto satisfactory to the Administrative Agent and the L/C Issuer shall have been made; (b) all Related Swap Contracts shall have been terminated, expired or Cash Collateralized; (c) all Commitments shall have terminated or expired; and (d) the Borrower shall have fully, finally and irrevocably paid and satisfied in full all other Obligations (except for Obligations consisting of continuing indemnities and other contingent Obligations of the Borrower or any Loan Party that may be owing to any Agent-Related Person or any Lender pursuant to the Loan Documents and expressly survive termination of this IP Security Agreement). Upon such termination of this IP Security Agreement, the Administrative Agent shall, at the request and sole expense of the Grantors, promptly deliver to the Grantors such termination statements and IP Assignments and take such further actions as the Grantors may reasonably request to terminate of record, or otherwise to give appropriate notice of the termination of, any Lien conferred hereunder.

30. **Notices.** Any notice required or permitted hereunder shall be given (a) with respect to the Borrower, at the address for the giving of notice then in effect under the Credit Agreement, (b) with respect to any Grantor, at the address then in effect for the giving of notices to such Grantor under the Guaranty to which it is a party, and (c) with respect to the Administrative Agent or a Lender, at the Administrative Agent's address for the giving of notice then in effect under the Credit Agreement. All such addresses may be modified, and all such notices shall be given and shall be effective, as provided in Section 10.02 of the Credit Agreement for the giving and effectiveness of notices and modifications of addresses thereunder

31. **Rules of Interpretation.** The rules of interpretation contained in Sections 1.02 and 1.05 of the Credit Agreement shall be applicable to this IP Security Agreement and each IP Security Joinder Agreement and are hereby incorporated by reference. All representations and warranties contained herein shall survive the delivery of documents and any Credit Extensions referred to herein or secured hereby.

(a) THIS IP SECURITY AGREEMENT AND EACH IP SECURITY JOINDER AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS EXECUTED, AND TO BE FULLY PERFORMED, IN SUCH STATE (i) WITH RESPECT TO THOSE INSTANCES IN WHICH THE APPLICABLE CHOICE OF LAWS RULES OF SUCH STATE, INCLUDING SECTION 9-301 OF THE UCC, REQUIRE THAT THE MANNER OF CREATION OF A SECURITY INTEREST IN SPECIFIC COLLATERAL OR THE MANNER OR EFFECT OF PERFECTION OR NONPERFECTION OR THE RULES GOVERNING PRIORITY OR SECURITY INTERESTS ARE TO BE GOVERNED BY THE LAWS OF ANOTHER JURISDICTION, THEN THE LAWS OF SUCH OTHER JURISDICTION SHALL GOVERN SUCH MATTERS, AND (ii) IN THOSE INSTANCES IN WHICH THE LAWS OF THE JURISDICTION IN WHICH COLLATERAL IS LOCATED GOVERN MATTERS PERTAINING TO THE METHODS AND EFFECT OF REALIZING ON COLLATERAL, SUCH LAWS SHALL BE GIVEN EFFECT WITH RESPECT TO SUCH MATTERS.

(b) EACH GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY AGREES AND CONSENTS THAT ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT OR ANY IP SECURITY JOINDER AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN OR THEREIN MAY BE INSTITUTED IN ANY STATE OR FEDERAL COURT SITTING IN THE COUNTY OF NEW YORK, STATE OF NEW YORK, UNITED STATES OF AMERICA AND, BY THE EXECUTION AND DELIVERY OF THIS IP SECURITY AGREEMENT OR AN IP SECURITY JOINDER AGREEMENT, EXPRESSLY WAIVES ANY OBJECTION THAT IT MAY HAVE NOW OR HEREAFTER TO THE LAYING OF THE VENUE OR TO THE JURISDICTION OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND IRREVOCABLY SUBMITS GENERALLY AND UNCONDITIONALLY TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING.

(c) EACH GRANTOR AGREES THAT SERVICE OF PROCESS MAY BE MADE BY PERSONAL SERVICE OF A COPY OF THE SUMMONS AND COMPLAINT OR OTHER LEGAL PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING, OR BY REGISTERED OR CERTIFIED MAIL (POSTAGE PREPAID) TO THE ADDRESS OF SUCH PARTY PROVIDED IN SECTION 30 OR BY ANY OTHER METHOD OF SERVICE PROVIDED FOR UNDER THE APPLICABLE LAWS IN EFFECT IN THE STATE OF NEW YORK.

(d) NOTHING CONTAINED IN SUBSECTIONS (b) OR (c) HEREOF SHALL PRECLUDE THE ADMINISTRATIVE AGENT FROM BRINGING ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT OR ANY IP SECURITY JOINDER AGREEMENT OR THE OTHER LOAN DOCUMENTS IN THE COURTS OF ANY PLACE WHERE ANY OTHER PARTY OR ANY OF SUCH PARTY'S PROPERTY OR ASSETS MAY BE FOUND OR LOCATED. TO THE EXTENT PERMITTED BY THE APPLICABLE LAWS OF ANY SUCH JURISDICTION, EACH GRANTOR HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT AND EXPRESSLY WAIVES, IN RESPECT OF ANY SUCH SUIT, ACTION OR PROCEEDING, THE JURISDICTION OF ANY OTHER COURT OR COURTS WHICH NOW OR HEREAFTER, BY REASON OF ITS PRESENT OR FUTURE DOMICILE, OR OTHERWISE, MAY BE AVAILABLE UNDER APPLICABLE LAW.

(e) IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS OR REMEDIES UNDER OR RELATED TO THIS IP SECURITY AGREEMENT OR ANY IP SECURITY JOINDER AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR THAT MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THE FOREGOING, EACH PARTY HEREBY AGREES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY AND HEREBY EXPRESSLY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT SUCH PERSON MAY HAVE TO TRIAL BY JURY IN ANY SUCH ACTION, SUIT OR PROCEEDING.


(f) EACH GRANTOR HEREBY EXPRESSLY WAIVES ANY OBJECTION IT MAY HAVE THAT ANY COURT TO WHOSE JURISDICTION IT HAS SUBMITTED PURSUANT TO THE TERMS HEREOF IS AN INCONVENIENT FORUM.

[Signature pages follow]


IN WITNESS WHEREOF, the parties have duly executed this Intellectual Property Security Agreement on the day and year first written above.

GRANTORS:

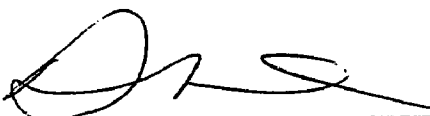
ALLTRISTA CORPORATION, a Delaware corporation

By: 
Name: Desiree DeStefano
Title: Vice President

HEARTHMARK, INC., an Indiana corporation

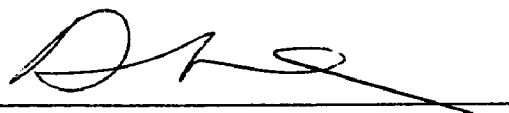
By: 
Name: Desiree DeStefano
Title: Vice President

ALLTRISTA PLASTICS CORPORATION, an Indiana corporation

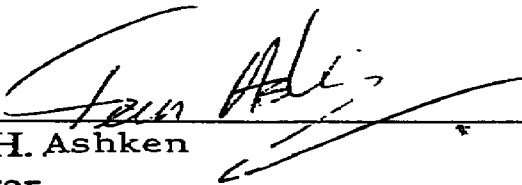
By: 
Name: Desiree DeStefano
Title: Vice President

ALLTRISTA ZINC PRODUCTS, L.P., an Indiana limited partnership

By: Alltrista Newco Corporation, a Indiana corporation, its general partner

By: 
Name: Desiree DeStefano
Title: Vice President

QUOIN CORPORATION, a Delaware corporation

By: 
Name: Ian G. H. Ashken
Title: Treasurer

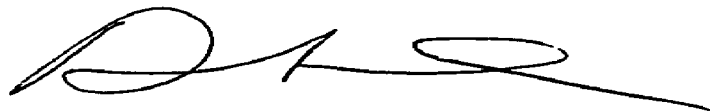
ALLTRISTA NEWCO CORPORATION, an Indiana corporation

By: 
Name: Desiree DeStefano
Title: Vice President

PENN VIDEO, INC., an Indiana corporation

By: 
Name: Desiree DeStefano
Title: Vice President

LAFAYETTE STEEL & ALUMINUM CORPORATION, an Illinois corporation

By: 
Name: Desiree DeStefano
Title: Vice President

CASPERS TIN PLATE COMPANY, An Illinois corporation

By: 
Name: Desiree DeStefano
Title: Vice President


UNIMARK PLASTICS, INC., a Pennsylvania corporation

By: 
Name: Desiree DeStefano
Title: Vice President

LUMENX CORPORATION, an Ohio corporation

By: 
Name: Desiree DeStefano
Title: Vice President


ALLTRISTA UNIMARK, INC., an Indiana corporation

By: 
Name: Desiree DeStefano
Title: Vice President


**TRIENDA CORPORATION (f/k/a TriEnda
Newco, Inc.), a Indiana corporation**

By: 
Name: Desiree DeStefano
Title: Vice President

**ALLTRISTA ACQUISITION I, INC., a
Delaware corporation**

By: 
Name: Desiree DeStefano
Title: Vice President

**ALLTRISTA ACQUISITION II, INC., a
Delaware corporation**

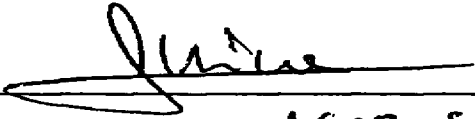
By: 
Name: Desiree DeStefano
Title: Vice President

**ALLTRISTA ACQUISITION III, INC., a
Delaware corporation**

By: 
Name: Desiree DeStefano
Title: Vice President

ADMINISTRATIVE AGENT:

BANK OF AMERICA, N.A., as Administrative Agent

By: 
Name: IGOR SVIKA
Title: VICE PRESIDENT

SCHEDULE I

PATENTS

I. JARDEN

<u>Patent</u>	<u>Owner</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Status</u>	<u>Country</u>
MULTILAYER TUBULAR BODY WITH UNCENTERED BARRIER LAYER	Jarden Corporation	06/485,760	4,436,778	Issued	United States
PLASTIC TABLE STRUCTURE	Jarden Corporation	08/459,362	5,678,491	Issued	United States
PLASTIC TABLE STRUCTURE	Jarden Corporation	08/166,207	5,443,020	Issued	United States
SYSTEM FOR NON-CONTACT IDENTIFICATION AND INSPECTION OF COLOR PATTERNS	Jarden Corporation	07/994,414	5,374,988	Issued	United States

#155378.7
Last Updated 06/24/2003

APPARATUS AND METHOD FOR SEALING A LID ONTO A CONTAINER	Jarden Corporation	07/254,837	4,941,306	Issued	United States
PLASTIC TABLE STRUCTURE	Jarden Corporation	08/410,921	5,623,882	Issued	United States
UNIVERSAL SHOTGUN SHELL WAD	Jarden Corporation	08/867,104	5,861,572	Issued	United States
PROCESS FOR PRODUCING A SELECTIVELY REINFORCED THERMOFORMED ARTICLE	Jarden Corporation	07/907,705	5,283,028	Issued	United States
SHIPPING PALLET AND CONTAINER	Jarden Corporation	06/434,173	4,480,748	Issued	United States
PUSH-PULL CLOSURE DESIGN	Jarden Corporation	29/091,977	D419,070	Issued	United States
JACKETED SACRIFICIAL ANODE CATHODIC PROTECTION SYSTEM	Jarden Corporation	748,524	5,714,045	Issued	United States

#155378.7

Last Updated 06/24/2003

ALUMINUM CLAD ZINC BIMETALLIC COIL PLANCHET	Alltrista Zinc Products, L.P.	09/740,159		Pending	United States
ALUMINUM CLAD ZINC BIMETALLIC COIL PLANCHET	Alltrista Zinc Products, L.P.	US1/47881		Pending	WIPO
BULLET, BULLET JACKET AND METHODS OF MAKING	Alltrista Zinc Products, L.P.	09/838,097		Pending	United States
BULLET, BULLET JACKET AND METHODS OF MAKING	Alltrista Zinc Products, L.P.	USO1/47896		Pending	WIPO
EXPANDED ZINC MESH ANODE	Alltrista Zinc Products, L.P.	10/076,998		Pending	United States
METHOD OF MAKING ZINC FIBERS	Alltrista Zinc Products, L.P.	10/083,196		Pending	United States

#155378.7
Last Updated 06/24/2003

II. TILIA

<u>Patent</u>	<u>Owner</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Status</u>	<u>Country</u>
VACUUM SENSOR	Tilia International, Inc.		5,655,357	Registered	United States
HAND HELD VACUUM DEVICE	Tilia International, Inc.		5,765,608	Registered	United States
VACUUM PACKAGING MACHINE Design	Tilia International, Inc.		933,031,807	Registered	China
VACUUM PACKAGING MACHINE Design	Tilia International, Inc.		963,187	Registered	Japan
VACUUM ADAPTER FOR METAL-LID CANNING JARS	Tilia International, Inc.		4,660,355	Registered	United States
PLASTIC BAG FOR VACUUM PACKAGES	Tilia International, Inc.		4,756,422, reissue RE34,929	Registered	United States
PLASTIC BAG FOR VACUUM PACKAGES	Tilia International, Inc.		P3675310.6-8	Registered	Germany

#155378.7
Last Updated 06/24/2003

<u>Patent</u>	<u>Owner</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Status</u>	<u>Country</u>
PLASTIC BAG FOR VACUUM PACKAGES	Tilia International, Inc.		265/95; registration dated September 19, 1986.	Registered	Hong Kong
PLASTIC BAG FOR VACUUM PACKAGES	Tilia International, Inc.		216,327	Registered	European (for Austria, Belgium, Switzerland, France, Great Britain, Italy, Luxembourg, Netherlands and Sweden)
APPARATUS FOR VACUUM SEALING PLASTIC BAGS	Tilia International, Inc.		4,941,310	Registered	United States
APPARATUS FOR VACUUM SEALING PLASTIC BAGS	Tilia International, Inc.		109619	Registered	Korea
APPARATUS FOR VACUUM SEALING PLASTIC BAGS	Tilia International, Inc.		630045	Registered	Australia
APPARATUS FOR VACUUM SEALING PLASTIC BAGS	Tilia International, Inc.		9791476-6	Registered	Singapore

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APPARATUS FOR VACUUM SEALING PLASTIC BAGS	Tilia International, Inc.		0465574	Registered	European (for Austria, Belgium, Switzerland, France, Great Britain, Italy, Germany, Denmark, Luxembourg, Netherlands and Sweden) (WO 9011936); Notice of Entitlement dated August 7, 2001
PLASTIC BAG SEALING APPARATUS WITH AN ULTRA-CAPACITOR DISCHARGING POWER CIRCUIT	Tilia International, Inc.		6,058,998	Registered	United States
PLASTIC BAG SEALING APPARATUS WITH AN ULTRA-CAPACITOR DISCHARGING POWER CIRCUIT	Tilia International, Inc.		234442/99	Registered	Australia
PLASTIC BAG SEALING APPARATUS WITH AN ULTRA-CAPACITOR DISCHARGING POWER CIRCUIT	Tilia International, Inc.		1084036 (WO 9941076)	Registered	European

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PLASTIC BAG SEALING APPARATUS WITH AN ULTRA-CAPACITOR DISCHARGING POWER CIRCUIT	Tilia International, Inc.		2000531305	Registered	Japan
PLASTIC BAG SEALING APPARATUS WITH AN ULTRA-CAPACITOR DISCHARGING POWER CIRCUIT	Tilia International, Inc.		7000883/2000	Registered	Korea
VOLUMETRIC VACUUM CONTROL	Tilia International, Inc.		6,256,968	Registered	United States
VOLUMETRIC VACUUM CONTROL	Tilia International, Inc.		42424/00	Registered	Australia
VOLUMETRIC VACUUM CONTROL	Tilia International, Inc.		00922199.5; WO20061437	Registered	European Community
VOLUMETRIC VACUUM CONTROL	Tilia International, Inc.		2000-610728	Registered	Japan

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VOLUMETRIC VACUUM CONTROL	Tilia International, Inc.		7013097/2001	Registered	Korea
FOOD MIXER INCORPORATING AN ARCHIMEDEAN SCREW AND CUTTING BLADES	Tilia International, Inc.		5,727,742	Registered	United States
FOOD MIXER INCORPORATING AN ARCHIMEDEAN SCREW AND CUTTING BLADES	Tilia International, Inc.		686598	Registered	Australia
FOOD MIXER INCORPORATING AN ARCHIMEDEAN SCREW AND CUTTING BLADES	Tilia International, Inc.		688176	Registered	European (for Germany, France, Great Britain and Italy) (WO9418877)
REUSABLE VACUUM LID	Tilia International, Inc.	60/271,119, filing date February 23, 2001		Pending	United States

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REUSABLE VACUUM LID	Tilia International, Inc.	10/081,382, filing date February 22, 2002		Pending	United States
LID WITH A PUMP/BELLOWS DEVICE	Tilia International, Inc.	60/271,324, filing date February 23, 2001		Pending	United States
LID WITH A PUMP/BELLOWS DEVICE	Tilia International, Inc.	10/081,386, filing date February 22, 2002		Pending	United States
REUSABLE VACUUM LID	Tilia International, Inc.	PCT/US02/00000, filed February 22, 2002		Pending	United States
LID WITH A PUMP/BELLOWS DEVICE	Tilia International, Inc.	PCT/US02/05446, filed February 22, 2002		Pending	United States
FOOD PROCESSOR	Tilia International, Inc.	9538641, filing date November 17, 1995		Pending	Australia

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FOOD MIXER WITH IMPELLER WITH REVERSIBLE ROTATION	Tilia International, Inc.	09/508,291, filing date March 30, 2000		Pending	United States
FOOD MIXER WITH IMPELLER WITH REVERSIBLE ROTATION	Tilia International, Inc.	89662/98, filing date September 9, 1998		Pending	Australia
FOOD MIXER WITH IMPELLER WITH REVERSIBLE ROTATION	Tilia International, Inc.	98809020.1, filing date September 9, 1998		Pending	China
FOOD MIXER WITH IMPELLER WITH REVERSIBLE ROTATION	Tilia International, Inc.	98941161.6, filing date September 9, 1998		Pending	European
FOOD MIXER WITH IMPELLER WITH REVERSIBLE ROTATION	Tilia International, Inc.	2000-510361, filing date September 9, 1998		Pending	Japan

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FOOD MIXER WITH IMPELLER WITH REVERSIBLE ROTATION (CON-1)	Tilia International, Inc.	09/866,891, filing date May 29, 2001		Pending	United States
FOOD MIXER WITH IMPELLER WITH REVERSIBLE ROTATION (CON-2)	Tilia International, Inc.	09/915,416, filing date July 26, 2001		Pending	United States
BAG STAND	Tilia International, Inc.	10/040,003, filed November 7, 2001		Pending	United States
FOOD PREPARATION SYSTEM	Tilia International, Inc.	60/344,728, filed December 17, 2001		Pending	United States
HAND HELD VACUUM DEVICE	Tilia International, Inc.		9717259	Pending	WO (designated states: Australia, Canada, Japan, Korea, Austria, Belgium, China, Germany, Denmark, Spain, Finland, France, United Kingdom, Ireland, Italy, Luxembourg, Netherlands, and Portugal)
EXHAUST FLOW RATE VACUUM SENSOR	Tilia International, Inc.		9634801	Pending	WO (designated states: Australia, Canada, Japan, Korea, Austria, Belgium, China, Germany, Denmark, Spain, Finland, France, United Kingdom, Ireland, Italy,

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						Luxembourg, Netherlands, and Portugal)
EXHAUST FLOW RATE VACUUM DEVICE	Tilia International, Inc.		9656728	Joint ownership by Tilia Incorporation (US) and Tilia International (GB)	Australia	
HAND HELD VACUUM DEVICE	Tilia International, Inc.		9710510	Joint ownership by Tilia Incorporation (US) and Tilia International (GB)	Australia	

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III. INTROPAK (assigned to Tilia International, Inc.)

<u>Patent</u>	<u>Owner</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Status</u>	<u>Country</u>
PORTABLE VACUUM PACKING MACHINE	Tilia International, Inc.	10-2001-0010585		Application Pending	Korea
VACUUM PACKING MACHINE	Tilia International, Inc.	10-2002-0005945		Application Pending	Korea
VACUUM PACKING MACHINE	Tilia International, Inc.	PCT/KR03/00215		Application Pending	(PCT Application)
PREPARATION METHOD OF FILM FOR VACUUM PACKAGE HAVING AIR CHANNELS	Tilia International, Inc.	10-2002-0009064		Application Pending	Korea
CHECK VALVE OF VACUUM PACKING PACK	Tilia International, Inc.	20-2002-0030292 (utility model)		Application Pending	Korea
PORTABLE VACUUM PACKING MACHINE	Tilia International, Inc.	PCT/KR01/00747 (10-2001-0010585)		Application Pending	(PCT Application)

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<u>Patent</u>	<u>Owner</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Status</u>	<u>Country</u>
METHOD FOR PREPARING AIR CHANNEL EQUIPPED FILM FOR USE IN VACUUM PACKAGE	Tilia International, Inc.	PCT/KR02/002 83 (2001-8724, 2002-9064)		Application Pending	(PCT Application)
METHOD FOR PREPARING AIR CHANNEL EQUIPPED FILM FOR USE IN VACUUM PACKAGE	Tilia International, Inc.	PCT/KR02/002 83 (10/169,485)		Application Pending	United States
METHOD FOR PREPARING AIR CHANNEL EQUIPPED FILM FOR USE IN VACUUM PACKAGE	Tilia International, Inc.	PCT/KR02/002 83 (2002-573215)		Application Pending	Japan
METHOD FOR PREPARING AIR CHANNEL EQUIPPED FILM FOR USE IN VACUUM PACKAGE	Tilia International, Inc.	PCT/KR02/002 83 (02701765.6)		Application Pending	EPO

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<u>Patent</u>	<u>Owner</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Status</u>	<u>Country</u>
METHOD FOR PREPARING AIR CHANNEL EQUIPPED FILM FOR USE IN VACUUM PACKAGE	Tilia International, Inc.	PCT/KR02/002 83 (91117967)		Application Pending	Taiwan

IV. DIAMOND

<u>Patent</u>	<u>Owner</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Status</u>	<u>Country</u>
FIRE STARTER	Jarden Corporation		D294,649	Expired 3/8/2002	United States
FIRE STARTER	Jarden Corporation		D296,016	Issued; Expires 5/31/2002	United States
SELF-EXTINGUISHING MATCH	Jarden Corporation		4,072,473	Issued 2/7/78	United States
ADJUSTABLE NET	Jarden Corporation		5,393,051	Issued 2/28/95	United States

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SCHEDULE II

TRADEMARKS

I. JARDEN

<u>Mark</u>	<u>Owner</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Status</u>	<u>Country</u>	<u>Class</u>
SELF SEALING (and Design)	Jarden Corporation	71/533,170	521,418	Registered	United States	50
SELF SEALING (and Design)	Jarden Corporation	71/533,169	518,904	Registered	United States	21
A ALLTRISTA (and Design)	Jarden Corporation	74/517,273	1,957,089	Registered	United States	37, 41 and 42
BERNARDIN	Jarden Corporation	050826900	TMA452899	Registered	Canada	
BERNARDIN	Jarden Corporation	75/103,183	2,055,079	Registered	United States	06
BERNARDIN	Jarden Corporation	74/584,851	1,925,048	Registered	United States	06
BERNARDIN COLLECTION ELITE	Jarden Corporation	868,959	TMA514,750	Registered	Canada	01

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BERNARDIN COLLECTION ELITE	Jarden Corporation	75/493,920	2,337,362	Registered	United States	8, 9, 16, 21, 29 and 30
BIG PAK BY BIGELOW	Jarden Corporation		96634489	Registered	France	20
CIDER SPICER	Jarden Corporation	74/573,608	1,931,229	Registered	United States	30
CPZ	Jarden Corporation			Proposed	United States	
DOME	Jarden Corporation	73/062,911	1,051,108	Registered	United States	06
FREEDOM GARDEN	Jarden Corporation		T02226USO (reference #)	Proposed	United States	
FRUIT FRESH	Jarden Corporation	034232400	TMA187,232	Registered	Canada	
FRUIT FRESH	Jarden Corporation		27,003	Registered	Dominican Republic	
FRUIT FRESH	Jarden Corporation	3638	78412	Registered	Guatemala	
FRUIT FRESH	Jarden Corporation		356,060	Registered	Mexico	

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FRUIT JELL	Jarden Corporation	75/245,006	2,176,357	Registered	United States	29
FRUIT-FRESH	Jarden Corporation	72/023,635	688,803	Registered	United States	42
GOLDEN HARVEST	Jarden Corporation	73/379,264	1,300,589	Registered	United States	21
JEL 'N JAM	Jarden Corporation	73/641,977	1,487,001	Registered	United States	29
KARASTAN	Jarden Corporation	195,059	UCA27727	Registered	United States	
LIFEJACKET	Jarden Corporation	75/088,470	2,104,809	Registered	United States	19
QUILTED CRYSTAL	Jarden Corporation	040648400	TMA228,949	Registered	Canada	21
QUILTED CRYSTAL	Jarden Corporation	72/347,581	933,211	Registered	United States	21
QUILTED CRYSTAL Design	Jarden Corporation	385,781	1,323,310	Registered	United States	21
READY JELL	Jarden Corporation	75/414,965	2,319,769	Registered	United States	29
SIMPLE SALSA	Jarden Corporation	75/125,308	2,079,089	Registered	United States	30

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STRANODE	Alltrista Zinc Products, L.P.	76/196,290		Allowed	United States	09
VISION	Jarden Corporation	78/032,361	2,560,457	Registered	United States	20
WHITE RIVER FARMS	Jarden Corporation	74/573,607	1,922,297	Registered	United States	30
WHITE RIVER FARMS	Jarden Corporation	74/534,153	1,939,361	Registered	United States	42
Y (and Design)	Jarden Corporation	034816600	TMA186,034	Registered	Canada	20
Y (and Design)	Jarden Corporation	72/408,489	946,929	Registered	United States	20
YORKER	Jarden Corporation	034816500	TMA 186,033	Registered	Canada	20
YORKER	Jarden Corporation	72/408,488	946,928	Registered	United States	20
FREE-RIDE	Jarden Corporation	78/046,123		Pending	United States	
INTERLINK	Jarden Corporation	78/032,360		Pending	United States	
EARTHLIGHTS	Jarden Corporation	75/765,014		Published	United States	

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FAST TRACK	Jarden Corporation	73/608,261	1,430,042	Registered	United States	9
FAST TRACK	Jarden Corporation	73/607,947	1,428,253	Registered	United States	9
Miscellaneous Design (for glass jars)	Jarden Corporation	73/385,781	1,323,310	Registered	United States	21
BECAUSE YOU CAN	Jarden Corporation	102493000	TMA555827	Registered	Canada	
BERNARDIN BECAUSE YOU CAN	Jarden Corporation		TMA550472	Registered	Canada	
BERNARDIN COLLECTION ELITE & DESIGN	Jarden Corporation	086895900	TMA514750	Registered	Canada	
HARVEST HELPERS	Jarden Corporation	082063300	TMA482659	Registered	Canada	
CD & Design	Jarden Corporation		TMA473620	Registered	Canada	
BERNARDIN	Jarden Corporation		TMA452899	Registered	Canada	
SNAP LID	Jarden Corporation	050826100	TMA386269	Registered	Canada	

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BERNARDIN POUR CONSERVER LES BONNES CHOSES DE LA VIE	Jarden Corporation	102492900	TMA543651	Registered	Canada	
CONSERVE DOMESTIQUE DESIGN	Jarden Corporation	080206700	TMA473614	Registered	Canada	
CONSERVE DOMESTIQUE	Jarden Corporation		TMA473722	Registered	Canada	
FAST TRACK	Jarden Corporation	057803500	TMA363223	Registered	Canada	
BERNARDIN DESIGN	Jarden Corporation	050827000	TMA442241	Registered	Canada	
FAST TRACK	Jarden Corporation		1126248	Registered	Germany	
JARDEN	Jarden Corporation	76/397441, 76/397442, 76/398124, and 76/398471		Pending	United States	9, 20, 30, 42, 6, 7, 16, 19, 29 & 21

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II. *TILIA*

<u>Mark</u>	<u>Owner</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Status</u>	<u>Country</u>	<u>Class</u>
SAVERMATE	Tilia International, Inc.		2,054,185	Registered	United States	
FOODSAVER (and Design)	Tilia International, Inc.		2,039,276	Registered	United States	
FOODSAVER (Stylized)	Tilia International, Inc.		1,422,539	Registered	United States	
FOODSAVER	Tilia International, Inc.	76/091,453		Pending	United States	
FOODSAVER	Tilia International, Inc.	2062735 and 2480226			European Community	
FOODSAVER	Tilia International, Inc.	510255 and 520736	717707	Registered	Mexico	
FOODSAVER	Tilia International, Inc.	2001011054 and 2001011055			China	

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<u>Mark</u>	<u>Owner</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Status</u>	<u>Country</u>	<u>Class</u>
FOODSAVER	Tilia International, Inc.	40-2001-0002117			Korea	
FOODSAVER	Tilia International, Inc.	90001540, 900021744, and 900021745			Taiwan	
FOODSAVER	Tilia International, Inc.	153416			Israel	
FOODSAVER	Tilia International, Inc.	2001/19909			South Africa	
FOODSAVER	Tilia International, Inc.	76/273,810	2,547,293	Registered	United States	007
FOODSAVER	Tilia International, Inc.	859204 and 895520			Australia	
FOODSAVER	Tilia International, Inc.	1724958 and 1725880			China	
FOODSAVER	Tilia International, Inc.	153419 and 153420			Israel	

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<u>Mark</u>	<u>Owner</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Status</u>	<u>Country</u>	<u>Class</u>
FOODSAVER	Tilia International, Inc.	2000/130982			Japan	
FOODSAVER	Tilia International, Inc.	40-2000-0056023			Korea	
FOODSAVER	Tilia International, Inc.	2000-17657 and 2000-17658			Malaysia	
FOODSAVER (stylized)	Tilia International, Inc.	628311, 628312 and 648939			New Zealand	
FOODSAVER	Tilia International, Inc.	T00/21039E and T00/210401			Singapore	
FOODSAVER	Tilia International, Inc.	89069911			Taiwan	
FOODSAVER	Tilia International, Inc.	2001/19910 and 2001/19908; filing receipts dated November 22, 2001			South Africa	

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FOODSAVER (stylized)	Tilia International, Inc.	76/282,699			United States	
FOODSAVER	Tilia International, Inc.	895519			Australia	
FOODSAVER	Tilia International, Inc.	153417 and 153418			Israel	
FOODSAVER (stylized)	Tilia International, Inc.	648940			New Zealand	
FOODSAVER	Tilia International, Inc.	89069912			Taiwan	
FOODSAVER	Tilia International, Inc.	2001/19911 and 2001/19912; filing receipts dated November 22, 2001			South Africa	
FOODSAVER	Tilia International, Inc.		198101		European Community	

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FOODSAVER	Tilia International, Inc.		466730			Mexico
FOODSAVER	Tilia International, Inc.		1776148			China
VACUTOP	Tilia International, Inc.		1,975,360		Registered	United States
VACUSAVE (stylized)	Tilia International, Inc.		1,523,201		Registered	United States
VACUSAVE (stylized)	Tilia International, Inc.		198085		Registered	European
VACLOC	Tilia International, Inc.		2,073,170		Registered	United States
VACLOC	Tilia International, Inc.	2001-052959				Japan
FRESHSAVER	Tilia International, Inc.		2,117,266		Registered	United States

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FRESHSAVER	Tilia International, Inc.	76/331,804			United States
FRESHSAVER	Tilia International, Inc.	76/356,619			United States
FRESHSAVER	Tilia International, Inc.		198069		European Community
GAMESAVER	Tilia International, Inc.	75/660,552			United States
BAG VAC	Tilia International, Inc.	75/568,601			United States
ULTRACHEF	Tilia International, Inc.	76/015,299			United States
CHEFMAKER (Stylized)	Tilia International, Inc.	76/291,532			United States 007
CHEFMAKER	Tilia International, Inc.	76/331,422			United States

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CHEFMAKER	Tilia International, Inc.	76/197,987			United States
CHEFMAKER	Tilia International, Inc.	2001127953			Chinese
CHEFMAKER	Tilia International, Inc.	002316198			European Community
CHEFMAKER	Tilia International, Inc.	2001066738			Japan
CHEFMAKER	Tilia International, Inc.	40-2001-0032245			Korea
CHEFMAKER	Tilia International, Inc.	724010			Mexico
CHEFMAKER	Tilia International, Inc.	90029815			Taiwan
CHEF MAKER	Tilia International, Inc.	75/934,664			United States

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CHEF MAKER	Tilia International, Inc.	89051054			Taiwan	
CHEF MAKER	Tilia International, Inc.	2001014981			China	
CHEF MAKER	Tilia International, Inc.	90001536			Taiwan	
CHEF MAKER	Tilia International, Inc.		694174	Registered	Mexico	
CHEF MAKER	Tilia International, Inc.	2000-096913			Japan	
CHEF MAKER	Tilia International, Inc.		683,252	Registered	Mexico	
CHEF MAKER	Tilia International, Inc.		1726034	Registered	China	
TILIA	Tilia International, Inc.		2,527,390	Registered	United States	16

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TILJA	Tilia International, Inc.	76/152,560				United States	007, 021
TILJA	Tilia International, Inc.		871787	Registered		Australia	
TILJA	Tilia International, Inc.	2001054449, 2001054450 and 2001054451				China	
TILJA	Tilia International, Inc.	002182905				European Community	
TILJA	Tilia International, Inc.	2001-035567				Japan	
TILJA	Tilia International, Inc.	18714/2001				Korea	
TILJA	Tilia International, Inc.	481.385	709079 and 709080			Mexico	
TILJA	Tilia International, Inc.	90014191, 90014192 and 90014976				Taiwan	

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TILIA	Tilia International, Inc.	76/308,562			United States	007
ORIGINAL HOME VACUUM PACKAGING SYSTEM	Tilia International, Inc.	76/091,439			United States	
THE ULTIMATE VACUUM PACKAGING SYSTEM	Tilia International, Inc.	76/378,914			United States	
DEMODIRECT	Tilia International, Inc.	76/106,259			United States	
SPICESHEETS	Tilia International, Inc.	76/106,258			United States	
SPICESHEETS	Tilia International, Inc.	76/255,325			United States	
SPICESHEETS	Tilia International, Inc.	76/302,163			United States	016, 030

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VORTEX LOGO	Tilia International, Inc.	76/309,817		United States
FOODSAVER CENTER	Tilia International, Inc.	76/319,432		United States
THE ALL-IN-ONE KITCHEN SOLUTION: FOOD PROCESSOR/MIXER/BLENDER	Tilia International, Inc.	76/357,072		United States

Abandonments

Alltrista has abandoned or is currently in the process of abandoning the following trademark applications:

- Canadian "CHEFMAKER" Trademark Application Nos. 1,098,545
- Japanese "CHEFMAKER" Trademark Application Nos. 2001-002993
- Korean "CHEFMAKER" Trademark Application Nos. 40-2001-0002956
- Japanese "FOODSAVER" Trademark Application No. 2001-002989
- U.S. "ULTIMATE HOME VACUUM PACKAGING SYSTEM" Trademark Application No. 76/091,440
- U.S. "ALLTRISTA" Trademark Application No. 74/517,169, Registration No. 1,930,872

The PTO issued a final refusal against the U.S. application for the mark FOODSAVER, App. No. 76/091,453, in Class 16 for "home vacuum packing bags and rolls" and in Class 21 for "home vacuum packaging containers, including canisters, lids, bottle stoppers and accessories therefore." If the final refusal is not successfully appealed, this mark will be abandoned. Similarly, the PTO has also issued final refusals against the U.S. applications for the following marks:

- i. SPICESHEETS, App. No. 76/106,258;
- ii. ULTIMATE HOME VACUUM PACKAGING SYSTEM, App. No. 76/091,440;
- iii. ORIGINAL HOME VACUUM PACKAGING SYSTEM, App. No. 76/091,439.

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III. INTROPAK (assigned to Tilia International, Inc.)

<u>Mark</u>	<u>Owner</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Status</u>	<u>Country</u>	<u>Class</u>
FOODGUARD	Tilia International, Inc.	043730/2002		Pending	Japan	7,16,21
FOODGUARD	Tilia International, Inc.	76/416150		Pending	U.S.A	7,16,17,21
FOODGUARD	Tilia International, Inc.	002714186		Pending	Europe CTM	7,16,21
FOODGUARD	Tilia International, Inc.	914374		Pending/Publication	Australia	7,16,21
FOODGUARD	Tilia International, Inc.	3187023		Pending	China	7
FOODGUARD	Tilia International, Inc.	3187022		Pending	China	16
FOODGUARD	Tilia International, Inc.	3187021		Pending	China	21

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FOODGUARD	Tilia International, Inc.	659634		Pending	New Zealand	7
FOODGUARD	Tilia International, Inc.	659635		Pending	New Zealand	16
FOODGUARD	Tilia International, Inc.	659633		Pending	New Zealand	21
FOODGUARD	Tilia International, Inc.	2002/09559		Pending	Hong Kong	7
FOODGUARD	Tilia International, Inc.	2002/09560		Pending	Hong Kong	16
FOODGUARD	Tilia International, Inc.	2002/09561		Pending	Hong Kong	21
FOODGUARD	Tilia International, Inc.	91027658		Pending	Taiwan	7
FOODGUARD	Tilia International, Inc.	91027659		Pending	Taiwan	16

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FOODGUARD	Tilia International, Inc.	91027660		Pending	Taiwan	21
FOODGUARD	Tilia International, Inc.	T02/09338H		Pending	Singapore	7
FOODGUARD	Tilia International, Inc.	T02/09340Z		Pending	Singapore	16
FOODGUARD	Tilia International, Inc.	T02/09341H		Pending	Singapore	21

IV. DIAMOND

<u>Mark</u>	<u>Owner</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Status</u>	<u>Country</u>	<u>Class</u>
CRAFT BASICS	Jarden Corporation		1,962,543	Registered; Supplemental Register	United States	
DESIGN ONLY [Full Figure Boy]	Jarden Corporation		1,205,578	Registered	United States	
DESIGN ONLY [Boy Design]	Jarden Corporation		1,230,030	Registered	United States	
FORSTER (Stylized Letters)	Jarden Corporation		539,201	Registered	United States	

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FORSTER IDEAL (Stylized Letters)	Jarden Corporation		628,367	Registered	United States	
FORSTER	Jarden Corporation		1,924,904	Registered	United States	
FORSTER	Jarden Corporation		1,513,348	Registered	United States	
GRIP RITE	Jarden Corporation		1,519,859	Registered	United States	
IDEAL (Stylized Letters)	Jarden Corporation		501,132	Registered	United States	
IDEAL (Stylized Letters)	Jarden Corporation		542,859	Registered	United States	20
IDEAL	Jarden Corporation		1,717,560	Registered	United States	
SKILL STICKS	Jarden Corporation		1,228,588	Registered	United States	
WOODSIES	Jarden Corporation		1,675,103	Registered	United States	
WORLD'S FAIR	Jarden Corporation		557,102	Registered	United States	

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BAR-STIK	Jarden Corporation		575,331	Registered	United States
BLUE TIP and design	Jarden Corporation		186,690	Registered	United States
DESIGN ONLY [diamond and design]	Jarden Corporation		167,347	Registered	United States
DIAMOND BRANDS and design	Jarden Corporation		1,612,581	Registered	United States
DIAMOND	Jarden Corporation		167,348	Registered	United States
DIAMOND (stylized letters)	Jarden Corporation		535,047	Registered	United States
DIAMOND and design	Jarden Corporation		1,610,353	Registered	United States
DIAMOND	Jarden Corporation		771,013	Registered	United States
DIAMOND MATCHES and design	Jarden Corporation		170,566	Registered	United States
DIAMOND	Jarden Corporation		270,580	Registered	United States

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DIAMOND and design	Jarden Corporation		771,379	Registered	United States
DIAMONDWARE	Jarden Corporation		1,878,205	Registered	United States
DOMINO AND DESIGN	Jarden Corporation		171,995	Registered	United States
DOMINO	Jarden Corporation		171,994	Registered	United States
INDIVIDUALS (Stylized Letters)	Jarden Corporation	76/269,756		Pending	United States
POCKETBOX SLIM	Jarden Corporation		1,984,015	Registered	United States
POCKETBOX	Jarden Corporation		1,150,004	Registered	United States
POCKETBOX	Jarden Corporation		1,150,015	Registered	United States
RED TOP and design	Jarden Corporation		170,617	Registered	United States
SIGNAL LIGHT	Jarden Corporation		760,208	Registered	United States
SIGNAL LIGHT and design	Jarden Corporation		760,207	Registered	United States

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THREE TORCHES TREATED IMPREGNATED SAFETY MATCHES UNION ALUMETTIERE UA and design	Jarden Corporation		155,545	Registered	United States
UNIVERSAL	Jarden Corporation		2,187,641	Registered	United States
VICTORIA and design	Jarden Corporation		1,253,914	Registered	United States
DIAMOND REFLECTIONS and design	Jarden Corporation		2,232,149	Registered	United States
ELITE TOOTHPICK HOLDER	Jarden Corporation	76/082,325		Pending	United States
OHIO BLUE TIP	Jarden Corporation		2,289,979	Registered	United States
SAFE & SOUND	Jarden Corporation	76/082,347		Registered	United States
SHAKE-A-PICK	Jarden Corporation	76,226,530		Pending	United States

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STRIKE-A-FIRE	Jarden Corporation	76/089,513		Pending	United States
CUTTLERY CADDY	Jarden Corporation	76/454,875		Pending	United States
SLIMLINE	Jarden Corporation	76/384,647		Pending	United States
FIRE CHIEF	Jarden Corporation	76/437,514		Pending	United States
UNIVERSAL MATCH	Jarden Corporation	76/437,515		Pending	United States

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V. OWD/ TUPPER LAKE (assigned to Jarden)

<u>Mark</u>	<u>Owner</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Status</u>	<u>Country</u>	<u>Class</u>
LADY DIANNE	Jarden Corporation		885, 818	Registered	United States	23
LADY DIANNE and design	Jarden Corporation		2,465,580	Registered	United States	34
LADY DIANNE and design	Jarden Corporation		2,501,726	Registered	United States	21
LADY DIANNE and design	Jarden Corporation		2,469,525	Registered	United States	20
LADY DIANNE and design	Jarden Corporation		2,503,761	Registered	United States	8
BIG COUNT 51 and design	Jarden Corporation	76/463760		Pending	United States	8
BIG COUNT 50 and design	Jarden Corporation	76/463761		Pending	United States	8

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SCHEDULE III

COPYRIGHTS

I. JARDEN

<u>Copyright</u>	<u>Owner</u>	<u>Registration No.</u>	<u>Status</u>
ALLTRISTA CORPORATION MISSION POSTER	Jarden Corporation		Unregistered/ not filed
W.C. BALL HOME	Jarden Corporation	VA 873 581	Registered
THE L.L. BALL HOME	Jarden Corporation	VA 873 582	Registered
THE E.B. BALL HOME	Jarden Corporation	VA 873 583	Registered
THE G.A. BALL HOME	Jarden Corporation	VA 873 584	Registered
THE F.C. BALL HOME	Jarden Corporation	VA 873 585	Registered

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II. DIAMOND

<u>Copyright</u>	<u>Owner</u>	<u>Registration No.</u>	<u>Status</u>
A CHRISTMAS CRAFT STICK ANGEL; PUBLICATION NO. 501/DESIGNED BY SHIRLEY BURGESS	Hearthmark, Inc.	VA87908	Registered
BAK-AT-CHA RACQUET SPORT, RULES FOR PLAYING BAK-AT-CHA	Hearthmark, Inc.	TX3978947	Registered
CHRISTMAS POINSETTIA AND SNOWFLAKE PLAQUES; A FORSTER "NO-ROLL" CLOTHESPIN PROJECT/DESIGNED BY SHIRLEY BURGESS	Hearthmark, Inc.	TX956335	Registered
CHRISTMAS DOLL PIN ELVES; PUBLICATION NO. 501/DESIGNED BY SHIRLEY BURGESS	Hearthmark, Inc.	VA87907	Registered
CHRISTMAS FRIENDS FROM FORSTER; CHRISTMAS CLOTHESPIN DOLLS WITH DOLL PINS AND POM- POMS/COORDINATED BY CHARLES HUNNEWELL; DOLL PIN DESIGNS, ILL, INSTRUCTIONS BY MRS. PUTTER; PHOTOGRAPHY BY PORTFIELD'S PHOTOGRAPHY	Hearthmark, Inc.	VA38060	Registered

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CHRISTMAS CONE ORNAMENTS; THREE CHRISTMAS PROJECTS WITH FORSTER CLOTHESPIN HALVES!/DESIGNED BY SHIRLEY BURGESS	Hearthmark, Inc.	TX956336	Registered
CHRISTMAS TREE CARDHOLDER; A FORSTER CRAFT STICK POROJECT!/DESIGNED BY SHIRLEY BURGESS	Hearthmark, Inc.	TX956341	Registered
CLOTHESPIN CHRISTMAS TREE; A NOVEL CHRISTMAS PROJECT WITH FORSTER "NO-ROLL CLOTHESPIN!/DESIGNED BY SHIRLEY BURGESS	Hearthmark, Inc.	TX956337	Registered
CRAFTING WITH CLOTHESPIN HALVES; MAKE THESE UNIQUE CLOTHESPIN HALVES PROJECTS FOR GIFTS OR FOR USE IN YOUR HOME/DESIGNED AND ILLUSTRATED BY SHIRLEY BURGESS	Hearthmark, Inc.	TX899602	Registered
DOLL PIN AND BAND OF ANGELS/ DESIGNED BY SHIRLEY BURGESS	Hearthmark, Inc.	TX956338	Registered
DOLL PIN FURNITURE; MAKE WITH DOLL PINS, CRAFT STICKS AND JUMBO CRAFT STICKS/ DESIGNED BY SHIRLEY BURGESS	Hearthmark, Inc.	TX884184	Registered

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DOLL PIN "BO PEEP"/ DESIGNED EXCLUSIVELY FOR FORSTER MFG. CO., INC., BY SHIRLEY BURGESS.	Hearthmark, Inc.	TX1116109	Registered
DOWN ON THE FARM; SKILL STOCK PICKET FENCE SCENES FROM FORSTER/ COORDINATED BY CHARLES HUNNEWELL; SKILL STICK PROJECT DESIGN, ILL., INSTRUCTIONS AND LAYOUT BY SHIRLEY L. BURGESS; PHOTOGRAPHY BY M.A. BONENFANT.	Hearthmark, Inc.	VA38059	Registered
FORSTER DOLL PIN THEATER PRESENTS CIRCUS FRIENDS; LOVABLE CLOTHESPIN DOLLS MADE WITH DOLL PINS AND POM-POMS/ COORDINATED BY CHARLES HUNNEWELL; DOLL PIN DESIGN, ILL., AND INSTRUCTIONS BY MRS. PUTTER	Hearthmark, Inc.	VA38062	Registered
HAVE FUN WITH WOODEN - SKILL STICKS	Hearthmark, Inc.	KK248554	Registered
HAVE FUN WITH WOODEN - CRAFT STICKS	Hearthmark, Inc.	KK248555	Registered
HAVE FUN WITH WOODEN - THREADING	Hearthmark, Inc.	KK248562	Registered

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HAVE A SKILL STICK CHRISTMAS FROM FORSTER/COORDINATED BY CHARLES HUNNEWELL; SKILL STICK PROJECT DESIGN, ILL., INSTRUCTIONS AND LAYOUT BY SHIRLEY L. BURGESS; PHOTOGRAPHY BY M. A. BONENFANT.	Hearthmark, Inc.	VA38061	Registered
JOLLY SANTA'S COOKIE JAR/ DESIGNED BY SHIRLEY BURGESS	Hearthmark, Inc.	TX956340	Registered
JUMBO CRAFT STICKS; AROUND THE HOUSE; FORSTER PROJECT SHEET NO. 41.	Hearthmark, Inc.	VA41037	Registered
MAKE LITTLE PEOPLE WITH DOLL PINS	Hearthmark, Inc.	KK248568	Registered
PIN PETS, "VIVA LE CLOTHESPIN POODLE:/ DESIGNED EXCLUSIVELY FOR FORSTER MFG. CO., INC., BY SHIRLEY BURGESS	Hearthmark, Inc.	TX956339	Registered
SANTA PLAQUE: A FORSTER CLOTHESPIN HALVES PROJECT!/DESIGNED BY SHIRLEY BURGESS.	Hearthmark, Inc.	TX956339	Registered
SKILL STICKS FAMR FRIENDS/DESIGNED BY SHIRLEY BURGESS.	Hearthmark, Inc.	TX848499	Registered

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SKILL STICK MAINE MOOSE/DESIGNED BY SHIRLEY BURGESS.	Hearthmark, Inc.	TX964281	Registered
THE "SWIRLEY" CHRISTMAS TREE: A FORSTER CRAFT STICK PROJECT//DESIGNED BY SHIRLEY BURGESS.	Hearthmark, Inc.	TX974215	Registered
THE "NO-ROLL" CLOTHESPIN "GIRAFFE"/DESIGNED EXCLUSIVELY FOR FORSTER MFG. CO., INC., BY SHIRLEY BURGESS.	Hearthmark, Inc.	TX1116110	Registered

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