

09-27-2005

Electronic Version v1.1
Stylesheet Version v1.1



103089419

RE
9/9/05

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Thermos, LLC		08/29/2005	limited liability company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	2000 S. Naperville Road
City:	Wheaton
State/Country:	ILLINOIS
Postal Code:	60187
Entity Type:	national banking association:

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	2211478	THERMOS
Registration Number:	1279005	FLIP 'N' POUR
Registration Number:	1740598	SUPER 50
Registration Number:	1905015	STASH TOP
Registration Number:	1861403	STASH TOP
Registration Number:	2330063	ROCK
Registration Number:	2412909	THE ROCK
Registration Number:	1897909	
Registration Number:	0067002	THERMOS
Registration Number:	0176064	THERMOS
Registration Number:	0224048	THE THERMOS TRADE MARK
Registration Number:	0229816	THERMOS
Serial Number:	75793205	SELECT-A-BREW

CH \$540.00 2211478

Serial Number:	76212550	ARCTICUFF
Serial Number:	76219677	THERMAX
Serial Number:	78365375	RAYA
Serial Number:	78579477	E5
Serial Number:	78579440	ELEMENT5
Registration Number:	1214870	FLIP 'N' SIP
Serial Number:	75545078	FRESH SERVICE
Serial Number:	76036972	TWIN TRAVELER

CORRESPONDENCE DATA

Fax Number: (312)896-6787
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-443-1787
 Email: sffield@lordbissell.com
 Correspondent Name: Sean C. Fifield
 Address Line 1: 115 S. LaSalle St.
 Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	Ingrid J. Scheckel
Signature:	/Ingrid J. Scheckel/
Date:	09/09/2005

Total Attachments: 16
 source=ThermosTM#page1.tif
 source=ThermosTM#page2.tif
 source=ThermosTM#page3.tif
 source=ThermosTM#page4.tif
 source=ThermosTM#page5.tif
 source=ThermosTM#page6.tif
 source=ThermosTM#page7.tif
 source=ThermosTM#page8.tif
 source=ThermosTM#page9.tif
 source=ThermosTM#page10.tif
 source=ThermosTM#page11.tif
 source=ThermosTM#page12.tif
 source=ThermosTM#page13.tif
 source=ThermosTM#page14.tif
 source=ThermosTM#page15.tif
 source=ThermosTM#page16.tif



**JPMORGAN CHASE BANK, N.A.
 COLLATERAL ASSIGNMENT OF TRADEMARKS,
 PATENTS, COPYRIGHTS AND LICENSES**

29 *RWC*

THIS COLLATERAL ASSIGNMENT OF TRADEMARK, PATENTS, COPYRIGHTS AND LICENSES (this "Assignment") is made and entered into as of August 17, 2005, by and among JPMORGAN CHASE BANK, N.A., a national banking association ("Lender") and THERMOS, L.L.C., a Delaware limited liability company (the "Borrower").

WITNESSETH

WHEREAS, contemporaneously herewith, Lender is providing certain extensions of credit, loans and other financial accommodations (the "Financial Accommodations") to Borrower pursuant to that certain Line of Credit Note of even date herewith by and between Lender and Borrower (as amended or restated from time to time, the "Note") and the "Related Documents" (as defined in the Note) (the Note, together with the Related Documents as amended from time to time, are collectively the "Loan Documents");

WHEREAS, pursuant to the Loan Documents, Borrower granted to Lender a first priority security interest and lien in and to substantially all of Borrower's assets, including, without limitation, all patents, trademarks, trademark registrations, trade names, copyrights, all applications therefore and all other intellectual or proprietary rights or interests, of any kind, nature or description whatsoever; and

WHEREAS, Lender is willing to provide the Financial Accommodations to Borrower, provided, among other things, Borrower executes and delivers this Assignment to Lender.

NOW, THEREFORE, in consideration of the Financial Accommodations, the mutual promises and understandings of Borrower and Lender set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower covenants and agrees with Lender as follows:

1. Incorporation of Loan Documents. The Loan Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms in this Agreement, including the Exhibits, which have an initial capital letter where not required by the rules of grammar, and which are not otherwise defined herein, are used herein as defined in the Loan Documents.

2. Collateral Assignment of Intellectual Property. To secure the full and timely payment and performance of all of Borrower's Advances under the Note, and of all other obligations of Borrower to Lender, JPMorgan Chase & Co. or any of their subsidiaries, affiliates or successors, now existing or hereafter arising, including, without limitation, all loans, advances, interest, fees, overdrafts, credit card indebtedness, lease obligations, rate management transactions, and all renewals, extensions, or amendments thereof, whether Borrower is liable jointly with others or

CHI1 1107323v2

P.02/17

TU 913128966478

PLG 30 2005 11:45 FR BRKINGE WHERTON

individually, as a maker, guarantor or endorser, directly or indirectly, absolutely or on a contingent basis, and whether such obligations exist now or arise in the future (collectively, all such obligations are referred to herein as the "Liabilities"), Borrower hereby grants and conveys to Lender a first priority security interest and lien in and to all of Borrower's right, title and interest in and to all of its now owned or existing and hereafter acquired or arising (collectively the "Intellectual Property Collateral"):

- (A) (i) trademarks, trademark registrations and applications therefore, including, without limitation, the trademarks, trademark registrations and applications listed on Exhibit A, (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively the "Trademarks");
- (B) (i) patents, patent registrations and applications therefore, including, without limitation, the inventions and improvement claimed in connection therewith, and the patents, patent registrations and the applications listed on Exhibit B, (ii) renewals, reissues, divisions, continuations, extensions and continuations-in-part thereof, (iii) all income, royalties, damages and payments now or hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof; and (v) all rights corresponding thereto throughout the world (collectively the "Patents");
- (C) (i) all copyrights and applications for registration, including, without limitation, the copyrights and applications for registration listed on Exhibit C, (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future its thereof, and (v) all rights corresponding thereto throughout the world (collectively the "Copyrights");
- (D) all license agreements for Trademarks, Patents and Copyrights, whether such Borrower is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Exhibit D, and the right to prepare for sale, sell and advertise for sale all "Inventory" as defined in the Loan Documents now or thereafter owned by Borrower and now or hereafter covered by such licenses (collectively the "Licenses"); provided, however, the Licenses assigned hereunder and the defined term "Licenses" shall not include those license agreements that are expressly

2

JPMorgan Chase Bank, N.A.
Collateral Assignment of Trademarks,
Patents, Copyrights and Licenses

CHI11107323v2

P.03/17 TO 91312896647B

RUS 30 2005 11:45 FR BANKING WHEATON

prohibited by their terms from being pledged as security assigned, mortgaged or otherwise transferred or encumbered by Borrower or that terminate upon being pledged, assigned, mortgaged or otherwise transferred or encumbered by Borrower; and

- (E) the goodwill of such Borrower's business connected with and symbolized by the Trademarks, Patents, Copyrights and Licenses.

This Assignment is made for collateral purposes only. Borrower acknowledges and agrees that upon the occurrence and continuance of an Event of Default, and upon written notice to such Borrower, the Intellectual Property Collateral shall be immediately conveyed to Lender without any further action by any party, and Lender shall have the power to use and/or sell the Intellectual Property Collateral. Borrower covenants and agrees to execute and deliver to Lender all agreements, instruments, documents and other written matter that Lender may request, in form and substance acceptable to Lender, to perfect and maintain perfected Lender's security interest and lien in and to the Intellectual Property Collateral and to consummate the transactions contemplated by this Paragraph 2; provided, however, Lender shall not require Borrower to execute and deliver to Lender any agreements, instruments, documents or other written matter necessary to perfect and maintain perfected Lender's security interest and lien in and to the Intellectual Property Collateral outside of the United States.

3. Restrictions on Future Agreements.

A. Borrower agrees that until the Liabilities shall have been indefeasibly paid and satisfied in full and the Loan Documents have been terminated, Borrower will not, without Lender's prior written consent, enter into any document, instrument or agreement, which is inconsistent with Borrower's obligations under this Assignment. Borrower further agrees that it will not take any action, or permit any action to be taken by others subject to their control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Lender under this Assignment.

B. Except as set forth on Exhibit D, Borrower hereby represents and warrants to Lender that Borrower has not granted any license to any person in connection with Borrower's Trademarks. Borrower hereby covenants unto the Lender that until the Liabilities shall have been indefeasibly paid and satisfied in full and the Loan Documents have been terminated, Borrower shall not grant any license to any third party in connection with Borrower's Trademarks.

4. New Trademarks, Patents, Copyrights and Licenses. Borrower represents and warrants that the Trademarks, Patents, Copyrights and Licenses listed on Exhibits A, B, C and D respectively constitute all of the trademarks, trademark registrations, patents, patent registrations, copyrights, applications therefore and Licenses now owned by Borrower, other than registrations of trademarks, patents and copyrights outside of the United States (the "Foreign Registrations"). If, prior to payment of the Liabilities in full, Borrower shall (i) obtain rights to any new trademarks, trademark registrations, trademark applications, patents, patent

3

JPMorgan Chase Bank, N.A.
Collateral Assignment of Trademarks,
Patents, Copyrights and Licenses

CH11 1107329v2

73/P P.04/17 7D 913128966478

AUG 30 2005 11:45 FR BRINKNE WHERTON

registrations, patent applications, copyrights, application for copyright registration or Licenses, other than Foreign Registrations, or (ii) become entitled to the benefit of any trademark, trademark registration, trademark application, copyright, application for copyright registration or License renewal, other than Foreign Registrations, the provisions of Paragraph 2 above shall automatically apply thereto and Borrower shall provide Lender with immediate notice thereof. Borrower hereby authorize Lender to modify this Assignment by amending Exhibits A, B, C and D to include any future trademarks, trademark registrations, trademark applications, patents, patent registrations, patent applications, copyrights, applications for copyright registration and Licenses, other than Foreign Registrations.

5. Royalties; Terms. Borrower hereby agrees that the use by Lender of all Intellectual Property Collateral after an Event of Default as described above shall be without any liability for royalties or other related charges from Lender to Borrower. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Trademarks, Patents, Copyrights and Licenses assigned hereunder, or (ii) the payment to Lender of the Liabilities in full and the termination of the Loan Documents.

6. Lender's Right to Inspect. Lender shall have the right to inspect Borrower's premises and to examine Borrower's books, records and operations, including, without limitation, Borrower's quality control processes. Upon an Event of Default, Borrower agrees that Lender shall have the right to establish such additional product quality controls as Lender, in its sole discretion, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks, Patents, Copyrights or Licenses. Borrower agrees (i) not to sell or assign its interest in, or grant any licenses under, the Trademarks, Patents, Copyrights or Licenses; (ii) to maintain the quality of any and all products produced in connection with the Intellectual Property Collateral consistent with the quality of said products as of the date hereof except for changes deemed appropriate in Borrower's reasonable business judgment; and (iii) not to adversely change or alter the quality of said products in anyway, except for changes deemed appropriate in Borrower's reasonable business judgment, without Lender's written consent.

7. Nature and Termination of Lender's Security Interest. This Assignment is made for collateral purposes only. Except as otherwise provided in Paragraphs 3, 6, 9 and 13 hereof, nothing contained herein shall be deemed to limit in any way Borrower's right to use the Trademarks, Patents, Copyrights or Licenses or to grant to Lender any right to use the Trademarks, Patents, Copyrights or Licenses prior to an Event of Default.

8. Duties of Borrower. Borrower shall have the duty (i) to prosecute diligently any trademark, patent or copyright registration pending as of the date hereof or at any time hereafter, deemed appropriate in Borrower's reasonable business judgment, until the Liabilities shall have been paid in full, (ii) to make applications for trademarks, patents and copyrights, as Borrower deems appropriate in its reasonable business judgment, and (iii) to preserve and maintain all Intellectual Property Collateral as Borrower deems appropriate in its reasonable business judgment. Any

4
JPMorgan Chase Bank, N.A.
Collateral Assignment of Trademarks,
Patents, Copyrights and Licenses

CH11 11073232

P.05/17

TO 913128966478

FILE 30 2005 11:46 FR BRANFONE WHEATON

expenses incurred in connection with such applications shall be borne by Borrower. Borrower shall not abandon any Intellectual Property Collateral without the consent of Lender.

9. Lender's Right to Sue. Upon an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name or in the name of Borrower to enforce the Trademarks, Patents, Copyrights and Licenses. If Lender shall commence any such suit, Borrower shall, at the request of Lender, do any and all acts and execute any and all instruments, documents and agreements required by Lender to enforce such Intellectual Property Collateral, and Borrower shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights and remedies under this Paragraph 9.

10. Waivers. Lender's failure at any time or times hereafter to require strict performance by Borrower of any provision of this Assignment shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith. Any suspension or waiver by Lender of an Event of Default shall not suspend, waive or affect any other Event of Default, whether same is prior or subsequent thereto and whether of the same or a different type. None of the undertakings, agreements, warranties, covenants and representations of Borrower contained in this Assignment and no Event of Default by Borrower shall be deemed to have been suspended or waived by Lender unless such suspension or waiver is in writing signed by an officer of Lender and directed to Borrower specifying such suspension or waiver.

11. Severability. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

12. Modification. This Assignment cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 4 hereof or by a writing signed by the parties hereto.

13. Cumulative Remedies; Power of Attorney; Effect on Loan Agreement. All of Lender's rights and remedies with respect to the Intellectual Property Collateral, whether established hereby, by the Loan Documents, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power, upon an Event of Default and commencement by Lender of any of its rights and remedies whatsoever, whether pursuant to this Assignment, the Loan Documents, at law, in equity or otherwise, to (a) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in connection with selling the Intellectual Property Collateral, (b) take any other actions with respect to the Intellectual Property Collateral as Lender decides in its sole

5

JPMorgan Chase Bank, N.A.
Collateral Assignment of Trademarks,
Patents, Copyrights and Licenses

CHI1 1107323v2

TD 9131282966478 P.05/17

AUG 30 2005 11:46 FR BRANCKNE WERTON

and absolute discretion, (c) assign, pledge, sell, convey or otherwise transfer title in or dispose of the Intellectual Property Collateral to any person or entity as Lender may determine in its discretion, and (d) grant or issue any non-exclusive license under the Intellectual Property Collateral, to any person or entity. Borrower agrees to indemnify Lender for any infringement claims or other similar claims filed or asserted against Lender from the use of any of the Intellectual Property Collateral. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been paid in full and all financing arrangements between Borrower and Lender have been terminated. Borrower acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Documents, at law or in equity, but rather is in addition to and intended to facilitate the exercise of such rights and remedies.

14. Binding Effect: Benefits. This Assignment shall be binding upon Borrower and its successors and assigns, and shall inure to the benefit of Lender, its nominees, successors and assigns.

15. Notice. Any and all notices, exercises, demands, requests, consents, designations, waivers and other communications required or desired hereunder shall be delivered to the parties hereto at their addresses set forth in the Loan Documents and shall be effective as set forth in the Loan Documents.

16. Governing Law. This Assignment shall be deemed to have been executed and delivered in Chicago, Illinois, and shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of the State of Illinois.

[SIGNATURE PAGE TO FOLLOW]

6

JPMorgan Chase Bank, N.A.
 Collateral Assignment of Trademarks,
 Patents, Copyrights and Licenses

CHI1 1107323v2

P.07/17

TD 913128966478

PLS 30 2005 11:47 FR BRNKNR WHEATON

IN WITNESS WHEREOF, Borrower's duly authorized officers have executed this Assignment as of the date first set forth above.

BORROWER:
TERRACON, L.L.C.,
a Delaware Limited Liability Company

By: Robert A. Whelan
Name: Robert A. Whelan
Title: Treasurer and Secretary

ACCEPTANCE

The undersigned, JPMorgan Chase Bank, N.A., accepts the foregoing Collateral Assignment of Trademarks, Patents, Copyrights and Licenses.

LENDER:
JPMORGAN CHASE BANK, N.A.

By: [Signature]
Name: [Name]
Title: [Title]

JPMorgan Chase Bank, N.A.
Collateral Assignment of Trademarks,
Patents, Copyrights and Licenses

CG1 11072242

11-09-11 04:58:06 (UTC)

RECEIVED 11/17/05 11:07 AM

**EXHIBIT A
TRADEMARKS AND TRADEMARK REGISTRATIONS**

[SEE ATTACHED]

JPMorgan Chase Bank, N.A.
Collateral Assignment of Trademarks,
Patents, Copyrights and Licenses

CHI1 1107323v2

P.09/17

TO 913128966478

AUG 30 2005 11:47 FR BRANCOE LIBERTON

EXHIBIT A

Thermos, L.L.C.

Trademark	Registration No.	Filing Date
THERMOS	2,211,478	07/03/96
FLIP 'N' POUR	1,279,005	04/26/82
SUPER 50	1,740,598	12/15/92
STASH TOP	1,905,015	07/11/95
STASH TOP	1,861,403	11/01/94
ROCK	2,330,063	03/14/00
THE ROCK	2,412,909	12/12/00
DESIGN ONLY	1,897,909	06/06/95
THERMOS	0,067,002	01/07/08
THERMOS	0,176,064	11/13/23
THE THERMOS TRADEMARK	0,224,048	02/15/27
THERMOS	0,229,816	07/05/27
FLIP 'N' SIP	1,214,870	11/02/82
SELECT-A-BREW	75/793,205	09/07/99
FRESH SERVICE	75/546,078	08/31/98
TWIN TRAVELER	78/036,972	04/28/00
ARTICUFF	76/212,550	02/20/01
THERMAX	76/219,677	03/05/01
RAY A	78/365,375	08/08/05
ELEMENTS	78 579 440	application filed 03/02/05
E5	78 579 477	application filed 03/02/05

**EXHIBIT B
PATENTS AND PATENT REGISTRATIONS**

[SEE ATTACHED]

JPMorgan Chase Bank, N.A.
Collateral Assignment of Trademarks,
Patents, Copyrights and Licenses

CHI1 11073332

P.11/17

TD 913128966478

AUG 30 2005 11:48 FR BANKONE WHEATON

EXHIBIT B

		DESCRIPTION	APPL. No.	FILED	PAT. No.	ISSUED	PRODUCT
775.00034							
775.00035							
775.00036	DESIGN	Vacuum Bottle	29/097,971	12/18/98	Des.416,448	11/18/99	2510R
775.00037							
775.00039							
775.00040							
775.00041							
775.00042	DESIGN	Mug	29/109,553	08/17/99	Des.428,769	08/01/00	2800
775.00043							
775.00045	UTILITY	Mug with Multip	09/421,731	10/20/99	8,102,244	08/15/00	2810
775.00046	DESIGN	Mug		09/14/99	Des.421,364	03/07/00	2810
		Mug		09/01/99	Des.433,599	11/14/00	2810 w/o Grip
775.00047	UTILITY	Wheeled Cooler	09/133,307	08/13/98	8,176,499 B1	11/23/01	8000
	UTILITY	Wheeled Cooler	09/818,297	07/14/00	8,328,179 B1	12/11/01	8000
775.00048							
775.00049	UTILITY	Wheeled Cooler	09/818,298	07/14/00	8,316,149 B1	11/13/01	8000
775.00050	DESIGN	Cooler and Jug	29/132,747	11/14/00	Des.451,766S	12/11/01	8006
775.00054	UTILITY	Vacuum Insulate	09/756,849	01/11/01	8,628,326	9/30/03	2700,JCA350
775.00058	DESIGN	Can Holder	29/137,232	02/15/01	D457,612	04/18/02	JCA350
775.00057							
775.00059	DESIGN	Can Holder	29/137,233	02/15/01	D455,052 S	04/02/02	2700
775.00059	DESIGN	Sipping Lid for C	29/137,234	02/15/01	D457,779	05/28/02	2700/JCA350
775.00060	UTILITY	Insulated Cup H	09/774,410	01/31/01	8,387,652 B1	04/09/02	JCF800
775.00061							
775.00062							
775.00063	DESIGN	Glass Holder Co	29/164,127	07/18/02	D483,614	12/18/03	JCE350
775.00064	UTILITY	Glass Holder Co	09/909,381	07/19/01	8,419,106	07/16/02	2720/JCE/JCD
775.00068	DESIGN	Desk Organizer	29/144,777	07/10/01	D458,451	04/30/02	DO3000
775.00066	DESIGN	Desk Organizer	29/144,770	07/10/01	D457,588	05/21/02	DO3010
775.00067	DESIGN	Desk Organizer	29/144,773	07/10/01	D457,191	05/14/02	DO3020
775.00068	DESIGN	Pen and Pencil	29/144,774	07/10/01	D462,998	08/17/02	For DO3010
775.00069	DESIGN	Pen and Pencil	29/144,772	07/10/01	D462,987	08/17/02	For DO3020
775.00070	DESIGN	Mug (#3990)	29/145,178	07/17/01	D472,100	03/25/02	3990
775.00071	DESIGN	Container with C	29/144,771	07/10/01	D464,868	10/29/02	2330
775.00072	DESIGN	Container with C	29/144,775	07/10/01	D467,811	12/21/02	2340
775.00073	DESIGN	Can Holder (Bra	8101723-0	08/13/01	No.8101723-0	03/26/02	2700
775.00074	DESIGN	Can Holder (Ch	19572001	08/13/01			
775.00075	DESIGN	Can Holder (Mo	PA/2001/00083	08/08/01	No.16739	11/13/03	2700
775.00078	UTILITY	Desk Organizer	09/902,303	07/10/01	8,591,980	07/15/03	DO3010,3020
775.00077							
775.00078							
775.00083							

Fax Server

PAGE 015/020

9/9/05 7:54

RightFax

		DESCRIPTION	APPLI. No.	FILED	PAT. No.	ISSUED	PRODUCT
775.00085							
775.00088	DESIGN	Soft-Skidded Cook	29/151,763	10/30/01	D485,134	11/05/02	
775.00089							
775.00090							
775.00091	DESIGN	Insulated Contai	29/180,708	05/15/02	D478,857	07/08/03	2720 Metal Shel
775.00092	DESIGN	Mug	29/180,709	05/16/02	D480,817	10/21/03	2660
775.00093	DESIGN	Food Jar And Lk	29/180,727	05/15/02	D474,377	05/13/03	SJ300
775.00094	DESIGN	Top For A Bever	29/180,734	05/15/02	D478,856	07/08/03	2710 Top
775.00095	DESIGN	Insulated Food C	29/180,719	05/15/02	D477,752	07/28/03	2321STR
775.00098	DESIGN	Coffee Station C	29/180,722	05/15/02	D478,438	08/06/03	DO3040
775.00097	DESIGN	Mug	29/180,718	05/15/02	D480,803	10/14/03	Mug For CS
775.00098							
775.00099	DESIGN	Vacuum Bottle	29/180,723	05/15/02	D478,858	07/08/03	2520
775.00100	DESIGN	Food Jar	29/180,717	05/15/02	D472,107	03/25/03	2345
775.00101	DESIGN	Insulated Food C	29/180,721	05/15/02	D478,858	07/08/03	2321SLM
775.00102	UTILITY	Insulating Enclo	10/127,510	04/22/02	8,814,252	11/08/04	2710
775.00103	DESIGN	Cup Holder	29/186,281	04/02/02	D478783	8/28/03	JCF600
775.00104	DESIGN	Mug (Continuous	29/180,943	05/20/02	D485,123	01/13/04	3885
775.00105	DESIGN	Mug(Metal body	29/184,148	07/18/02	D483,895	12/23/03	JM1400
775.00106	DESIGN	Container(Food	29/188,117	08/22/02	D474,851	05/20/03	JC3300/500
775.00107	DESIGN	Stopper(brow in)	29/184,152	07/18/02	D478,890	07/08/03	TGU/THF
775.00108	DESIGN	Mouse Pad	29/181,387	05/29/02	D471,915	03/18/03	DO3011
775.00109	DESIGN	Desk Organizer	29/181,370	05/28/02	D469,810	02/04/03	DO3021
775.00110	DESIGN	Desk Organizer	29/181,402	05/29/02	D469,128	01/21/03	DO3030N
775.00111	DESIGN	Pen or Pencil Hd	29/181,892	08/05/02	D470,832	02/18/03	For DO3021
775.00112	DESIGN	Clock with Stand	29/161,368	05/29/02	D466,029	11/26/02	For DO3030N
775.00113	DESIGN	Carafe(Metal bod	29/163,887	08/19/02	D480254	10/7/03	THF1800
775.00114	UTILITY	Insulated Contai	10/429,368	05/05/03	8,779,879	08/24/04	
775.00115	UTILITY	Release Cup Ho	10/345,585	01/16/03			JCF600
775.00118	DESIGN	Mug	29/188,739	09/03/02	D483,226	12/9/03	DF4000
775.00117	DESIGN	Mug	29/188,883	09/03/02	D480,918	10/21/03	DF4010
775.00118	DESIGN	Front Panel for a	29/170,369	11/05/02	D486,038	02/03/04	2000Series
775.00119	DESIGN	Front Panel for a	29/170,369	11/05/02	D485,131	01/13/04	4000Series
775.00120	DESIGN	Front Panel for a	29/170,370	11/05/02	D485,732	01/27/04	6000Series
775.00121	DESIGN	Front Panel for a	29/170,371	11/05/02	D492,190	06/22/04	8000Series
775.00123	DESIGN	Top For A Bever	No.100848	10/08/02	No.100848	10/29/03	2710 Top
775.00124	DESIGN	Insulated Contai	No.100847	10/08/02	No.100847	03/01/04	2720 Metal Shel
775.00125	DESIGN	Food Jar And Lk	No.100848	10/08/02	No.100848	08/05/04	SJ300
775.00126	DESIGN	Vacuum Bottle	No.100849	10/08/02	No.100849	02/23/04	2520
775.00127	DESIGN	Food Jar	No.100850	10/08/02	No.100850	02/23/04	2345
775.00128	DESIGN	Desk Organizer	No.100852	10/08/02	No.100852	08/25/03	DO3021
775.00129	DESIGN	Coffee Station C	No.100851	10/08/02	No.100851	10/21/03	DO3040
775.00130	DESIGN	Desk Organizer	No.100853	10/08/02	No.100853	06/26/03	DO3030N
775.00131	DESIGN	Mouse Pad	No.100854	10/08/02	No.100854	08/25/03	DO3011
775.00132	DESIGN	Carafe	29/188,441	10/02/02	D485,114	1/13/04	37310

775.00094
775.00091
775.00093
775.00099
775.00100
775.00095
775.00108
775.00109
775.00112
775.00108

9/9/05 7:54 PAGE 016/020 Fax Server RightFax

		DESCRIPTION	APPLI. No.	FILED	PAT. No.	ISSUED	PRODUCT
775.00133	DESIGN	Food Jar with De	29/158,442	10/02/02	D479,785	9/23/03	37205
775.00134	DESIGN	Bottle with Detac	29/158,443	10/02/02	D503,589	4/5/2005	37105,37110
775.00138	DESIGN	Mug	29/175,130	01/30/03	D493,088	07/20/04	3910
775.00137							
775.00139							
775.00139							
775.00140							
775.00141							
775.00146							
775.00147	UTILITY	Vacuum Insulate	10/447,184	05/28/03			2790
775.00148	UTILITY	Soft-Sided Cooke	10/852,780	08/29/03			
775.00149	UTILITY	Soft-Sided Cooke	10/852,783	08/29/03			
775.00150							
775.00151							
775.00152	DESIGN	Mug	29/219,756	12/21/04			CPC1000
775.00153	DESIGN	Mug	29/219,757	12/21/04			GPC1020
775.00154	DESIGN	Mug	29/219,755	12/21/04			CSS1000
775.00155	DESIGN	Mug	29/219,762	12/21/04			CSS1020
775.00156	DESIGN	Tumbler	29/213,480	09/17/04			CPC1010
775.00157	DESIGN	Tumbler	29/213,479	09/17/04			CSS1010
775.00158	DESIGN	Lid for Mug and	29/213,478	09/17/04			CSS1000/1010
775.00159	DESIGN	Lid for Mug and	29/213,477	09/17/04			CPC1020/CSS1020
775.00160	DESIGN	Lid for Mug or T	29/213,475	09/17/04	D504,798	5/10/2005	CPC1000/1010
00775P161US	UTILITY	Carafe With Con	10/719,115	11/21/03			PP2230SG
775.00162	DESIGN	Mug	29/217,329	11/16/04			DF4040/4050
775.00164	DESIGN	Mug	29/217,327	11/16/04			DF4030
775.00165	DESIGN	Mug	29/217,328	11/16/04			DF4020
775.00166	DESIGN	Mug	29/217,330	11/16/04			DF4080
775.00167	DESIGN	Floating Bottle	29/219,758	12/21/04			2595
775.00168	DESIGN	Floating Food Ja	29/219,759	12/21/04			2350
775.00169	DESIGN	Handle for A Mug	29/219,760	12/21/04			Metal/Rubber Handle for RAYA
775.00170	DESIGN	Handle for A Mug	29/219,761	12/21/04			Plastic/Rubber Handle for RAYA
775.00171	DESIGN	Dome Lid For A	29/219,763	12/21/04			Plastic/Rubber Dome Lid for RAYA
775.00172	DESIGN	Bottle	29/224,221	02/24/06			CSS2000
775.00173	DESIGN	E5 Food Jar					
775.00174	DESIGN	E5 Mug					
775.00175	DESIGN	E5 Tumbler					
775.00176	DESIGN	E5 Bottle					
775.00177	DESIGN	E5 Sport Bottle					

Abandoned 05/10/04
Abandoned 05/15/04
Abandoned 05/10/04

00775D00600US
00775D00801US

00775D00320US

0077D00210US
0077D00220US
0077D00230US

**EXHIBIT C
COPYRIGHTS AND COPYRIGHT APPLICATIONS**

NONE

JPMorgan Chase Bank, N.A.
Collateral Assignment of Trademarks,
Patents, Copyrights and Licenses

CHI1 1107323v2

P.15/17

TO 913128966478

AUG 30 2005 11:49 FR BRANCOE WHEATON

**EXHIBIT D
LICENSE AGREEMENTS**

[SEE ATTACHED]

JPMorgan Chase Bank, N.A.
Collateral Assignment of Trademarks,
Patents, Copyrights and Licenses

CHI1 1107323v2

TD 913128966478 P.16/17

AUG 30 2005 11:49 FR BRANCO WHEATON

2005-2006 LICENSE AGREEMENTS

2005-2006 FIDELITY	TERM
BARBIE	1/1/05-12/31/06
BARBIE - FUNNations	1/1/05-12/31/06
BARBIE - Snack Jars	1/1/05-12/31/06
MY SCENE	1/1/05-12/31/06
HOT WHEELS	1/1/04-12/31/06
HOT WHEELS - FUNNations	1/1/06-12/31/06
HOT WHEELS - Snack Jars	1/1/05-12/31/06
MATCHBOX	1/1/05-12/31/06
POLLY POCKET	1/1/05-12/31/06
TOTAL FOR WALT DISNEY	
BATMAN	1/1/03-12/31/06
HARRY POTTER	8/1/03-12/31/06
LOONEY TUNES - one year ext. received	1/1/04-12/31/06
SCOOBY-DOO - renewal with 250 years.	1/1/06-12/31/07
SUPERMAN	1/1/06-12/31/07
TOTAL FOR WARNER BROS.	
ROBOTS - 10th Century Fox	1/1/05-12/31/06
DRAGONBALL GT / Z - FUNimation	9/1/03-12/31/06
KOALA BROTHERS - Big Tent Entertainment	1/1/05-12/31/07
STAR WARS - Lucasfilm	1/1/05-12/31/06
TURTLES (TMNT) - AKids Entertainment	1/1/06/12/31/07
SPIDER-MAN - Marvel	1/1/06/12/31/07
TOTAL ALL OTHERS	
EXPIRING LICENSES FOR 2005	
KNIGHTS OF THE ZODIAC - DIC Entertainment	1/1/04-12/31/05
YUYU HAKUSHO - FUNimation	9/1/03-12/31/05
CLIFFORD - Scholastic Entertainment	1/1/04-12/31/05
SESAME STREET - Sesame Workshop	1/1/04-12/31/05
MEGAMAN - ShoPro / VIZ	9/24/03-12/31/05
THUNDERBIRDS - Universal Studios	1/1/04-12/31/05
MUCHA LUCHA - Warner Bros.	1/1/04-12/31/05
TURTLES (TMNT) - AKids Entertainment	8/1/03-12/31/05
SPIDER-MAN - Marvel	1/1/04-12/31/05

EXHIBIT D

licensee listing 062306.xls

8/24/2005

P.17/17

TO 913128966478

AUG 30 2005 11:49 FR BRANFONE WHEATON