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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

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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: sfifield@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

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

29 *2/12/05*
THIS COLLATERAL ASSIGNMENT OF TRADEMARK, PATENTS, COPYRIGHTS AND LICENSES (this "Assignment") is made and entered into as of August 11, 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

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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

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

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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 agree 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

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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

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

BORROWER:
TERRELLA, L.L.C.,
a Delaware limited liability company

By: Robert A. McGehee
Name: Robert A. McGehee
Title: President 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]

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

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

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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]

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

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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

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**EXHIBIT A
TRADEMARKS AND TRADEMARK REGISTRATIONS**

[SEE ATTACHED]

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

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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	75/540,078	08/31/98
TWIN TRAVELER	75/036,972	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 ELEMENTS <i>Russ</i>		application filed 03/02/05
E5		application filed 03/02/05

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**EXHIBIT B
PATENTS AND PATENT REGISTRATIONS**

[SEE ATTACHED]

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

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EXHIBIT B

	DESCRIPTION	APPLI. No.	FILED	PAT. No.	ISSUED	PRODUCT
775.00034						
775.00035	DESIGN	29/097,971	12/18/08	Des.416,448	11/16/09	2510R
775.00037						
775.00039						
775.00040						
775.00041						
775.00042	DESIGN	29/109,553	08/17/99	Des.428,769	08/07/00	2800
775.00043						
775.00045	UTILITY	09/421,731	10/20/02	6,102,244	08/15/00	2810
775.00046	DESIGN		08/14/89	Des.421,364	03/07/00	2810
775.00047						
775.00048						
775.00049	UTILITY	09/133,307	08/13/98	Des.433,599	11/14/00	2810 Info Grip
775.00050	UTILITY	09/137,232	02/15/01	6,176,490 B1	11/23/01	8000
775.00051						
775.00052						
775.00053	DESIGN	29/137,233	02/15/01	6,328,179 B1	12/11/01	8000
775.00054	UTILITY	09/118,296	07/14/00	6,315,149 B1	11/13/01	8000
775.00055	DESIGN	20/132,747	11/14/00	Des.451,766S	12/11/01	8008
775.00056	UTILITY	09/796,949	01/11/01	6,628,328	9/20/03	2700, JCA350
775.00058	DESIGN			D457,812	04/18/02	JCA350
775.00057						
775.00058	DESIGN	29/137,233	02/15/01	D456,852 S	04/02/02	2700
775.00059	DESIGN	29/137,234	02/15/01	D457,779	05/28/02	2700JCA350
775.00060	UTILITY	09/774,510	01/31/01	6,367,652 B1	04/08/02	JCF-800
775.00061						
775.00062						
775.00063	DESIGN	29/184,127	07/18/02	D463,814	12/16/03	JCE560
775.00064	UTILITY	09/509,381	07/18/01	6,419,109	07/18/02	2720MCEJCD
775.00065	DESIGN	29/144,777	07/10/01	D468,451	04/30/02	DO3000
775.00066	DESIGN	29/144,770	07/10/01	D467,666	05/21/02	DO3010
775.00067	DESIGN	29/144,773	07/10/01	D457,191	05/14/02	DO3020
775.00068	DESIGN	29/144,774	07/10/01	D462,998	08/17/02	For DO3010
775.00069	DESIGN	29/144,772	07/10/01	D462,997	08/17/02	For DO3020
775.00070	DESIGN	29/145,178	07/17/01	D472,100	03/25/02	3990
775.00071	DESIGN	29/144,771	07/10/01	D464,888	10/28/02	2330
775.00072	DESIGN	29/144,775	07/10/01	D467,811	12/21/02	2340
775.00073	DESIGN	810/1723-0	08/13/01	No.9101723-0	03/26/02	2700
775.00074	DESIGN	195/72001	08/13/01	No.15739	11/13/03	2700
775.00075	DESIGN	PA/200100053	08/09/01	6,591,980	07/15/03	DO3010,3020
775.00076	UTILITY	09/802,303	07/00/01			
775.00077						
775.00078						
775.00083						

775.00065	DESIGN	DESCRIPTION	APPLI. No.	FILED	PAT. No.	ISSUED	PRODUCT
775.00066	DESIGN	Soft-Sided Cooler	29151,763	10/30/01	D465,134	11/05/02	
775.00067							
775.00068	DESIGN	Insulated Cooler	29160,708	05/15/02	D476,857	07/08/03	2720 Metal Sheet
775.00069	DESIGN	Mug	29160,709	05/15/02	D480,817	10/21/03	2650
775.00070	DESIGN	Food Jar And Lid	29160,727	05/15/02	D474,377	05/13/03	SJ300
775.00071	DESIGN	Top For A Bever	29160,734	05/15/02	D476,856	07/08/03	2710 Top
775.00072	DESIGN	Insulated Food C	29160,719	05/15/02	D477,752	07/22/03	2221STR
775.00073	DESIGN	Coffee Station C	29160,722	05/15/02	D478,434	08/06/03	DC3040
775.00074	DESIGN	Mug	29160,716	05/15/02	D480,803	10/14/03	Mug For CS
775.00075							
775.00076	DESIGN	Vacuum Bottle	29160,723	05/15/02	D476,859	07/08/03	2520
775.00077	DESIGN	Food Jar	29160,717	05/15/02	D472,107	03/25/03	2346
775.00078	DESIGN	Insulated Food C	29160,721	05/15/02	D476,858	07/08/03	2321SLM
775.00079	UTILITY	Insulating Enclos	10127,510	D472/02	R,814,252	11/09/04	2710
775.00080	DESIGN	Cup Holder	29158,201	04/02/02	D478,763	8/28/03	JCF600
775.00081	DESIGN	Mug (Continuare)	29160,943	03/20/02	D485,123	01/13/04	3986
775.00082	DESIGN	Mug/Metal body	29164,148	07/18/02	D483,985	12/23/03	JM400
775.00083	DESIGN	Container(Food	29163,117	06/22/02	D474,851	05/20/03	JCG300500
775.00084	DESIGN	Stopper(brew In)	29164,182	07/18/02	D478,889	07/08/03	TGJ/TFH
775.00085	DESIGN	House Pod	29161,387	05/29/02	D471,915	03/19/03	DC3011
775.00086	DESIGN	Desk Organizer	29161,370	05/29/02	D489,819	02/04/03	DC3021
775.00087	DESIGN	Desk Organizer	29161,402	05/29/02	D489,128	01/21/03	DC3030N
775.00088	DESIGN	Pen or Pencil H	29161,882	06/05/02	D470,532	02/19/03	For DC3021
775.00089	DESIGN	Chick with Slat	29161,366	05/29/02	D466,029	11/26/02	For DC3030N
775.00090	DESIGN	Carrier(Metal bo	29165,887	08/19/02	D480,254	10/7/03	TH-F1900
775.00091	UTILITY	Insulated Contai	101429,300	05/05/03	R,779,879	08/24/04	JCF600
775.00092	UTILITY	Release Cup Ho	101345,596	07/18/03			DF-4000
775.00093	DESIGN	Mug	29168,739	09/09/02	D483,226	12/9/03	DF-4010
775.00094	DESIGN	Mug	29168,883	09/09/02	D480,918	10/21/03	2000Series
775.00095	DESIGN	Front Panel for e	29170,968	11/05/02	D486,936	02/03/04	4000Series
775.00096	DESIGN	Front Panel for e	29170,969	11/05/02	D485,131	01/13/04	6000Series
775.00097	DESIGN	Front Panel for e	29170,370	11/05/02	D485,732	01/27/04	8000Series
775.00098	DESIGN	Front Panel for e	29170,371	11/05/02	D492,190	08/29/04	2716 Top
775.00099	DESIGN	Top For A Bever	No.100846	10/08/02	No.100848	10/29/03	2720 Metal Sheet
775.00100	DESIGN	Insulated Contai	No.100847	10/08/02	No.100847	03/01/04	8,000
775.00101	DESIGN	Food Jar And Lid	No.100848	10/08/02	No.100848	05/05/04	2620
775.00102	DESIGN	Vacuum Bottle	No.100849	10/08/02	No.100849	02/23/04	2346
775.00103	DESIGN	Food Jar	No.100850	10/08/02	No.100850	02/23/04	DC3021
775.00104	DESIGN	Desk Organizer	No.100852	10/08/02	No.100852	10/21/03	DC3040
775.00105	DESIGN	Coffee Station C	No.100851	10/08/02	No.100851	08/26/03	DC3030N
775.00106	DESIGN	Desk Organizer	No.100854	10/08/02	No.100854	08/25/03	DC3011
775.00107	DESIGN	Mouse Pad	No.100854	10/08/02	No.100854	08/25/03	37310
775.00108	DESIGN	Carafe	29168,441	10/02/02	D485,114	1/13/04	

775.00084
775.00081
775.00083
775.00100
775.00108
775.00086
775.00112
775.00108

DESIGN	DESCRIPTION	APPL. No.	FILED	PAT. No.	ISSUED	PRODUCT
775.00133	DESIGN	28/156,442	10/02/02	0478,785	9/23/03	37205
776.00134	DESIGN	29/158,443	10/02/02	D803,588	4/5/2006	37105,37110
775.00139	DESIGN	28/175,130	01/20/03	D493,088	07/20/04	3910
776.00137						
776.00138						
776.00139						
776.00140						
775.00141						
775.00148						
775.00147	UTILITY	10447,184	05/28/03			2700
775.00148	UTILITY	10/852,760	06/29/03			
775.00149	UTILITY	10/862,763	08/29/03			
776.00150						
775.00161						
775.00162	DESIGN	29/219,756	12/21/04			CPC1000
776.00163	DESIGN	28/218,767	12/21/04			GPC1020
775.00164	DESIGN	29/219,755	12/21/04			CSS1000
775.00165	DESIGN	29/219,762	12/21/04			CSS1020
775.00166	DESIGN	29/213,480	09/17/04			GPC1010
775.00167	DESIGN	29/213,479	09/17/04			CSS1010
775.00168	DESIGN	29/213,477	09/17/04			CSS1000/1010
775.00169	DESIGN	29/213,476	09/17/04			GPC1020/CSS1020
775.00170	DESIGN	29/213,475	09/17/04	0504,798	5/10/2005	GPC1000/1010
775.00180	DESIGN	10/719,115	11/21/03			PF2230SG
007759161US	UTILITY	10/719,115	11/21/03			DF-40404050
775.00182	DESIGN	29/217,329	11/16/04			DF-4030
775.00183	DESIGN	29/217,327	11/16/04			DF-4020
775.00184	DESIGN	29/217,326	11/16/04			DF-4080
775.00185	DESIGN	29/217,326	11/16/04			2585
775.00186	DESIGN	29/217,330	11/16/04			2560
775.00187	DESIGN	29/219,768	12/21/04			
775.00188	DESIGN	29/219,759	12/21/04			Metal/Rubber Handle for RAYA
776.00189	DESIGN	29/219,759	12/21/04			Plastic/Rubber Handle for RAYA
775.00170	DESIGN	29/219,761	12/21/04			Plastic/Rubber Dome Lid for RAYA
775.00171	DESIGN	29/219,763	12/21/04			CSS2000
775.00172	DESIGN	29/224,221	02/24/06			
776.00173	DESIGN					
775.00174	DESIGN					
776.00175	DESIGN					
775.00176	DESIGN					
775.00178	DESIGN					
775.00177	DESIGN					

Abandoned 05/10/05
 Abandoned 05/13/05
 Abandoned 05/10/05

00775000600US
 00775000600US

00775000320US

007700218US |
 007700220US |
 007700230US |

Metal/Rubber Handle for RAYA
 Plastic/Rubber Handle for RAYA
 Plastic/Rubber Dome Lid for RAYA
 CSS2000

**EXHIBIT C
COPYRIGHTS AND COPYRIGHT APPLICATIONS**

NONE

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**EXHIBIT D
LICENSE AGREEMENTS**

[SEE ATTACHED]

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Collateral Assignment of Trademarks,
Patents, Copyrights and Licenses

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2005-2006 LICENSE AGREEMENTS

2005-2006 PROPERTY	TERM
BARBIE	1/1/05-12/31/06
BARBIE - FUNNishers	1/1/05-12/31/06
BARBIE - Spink Jarr	1/1/05-12/31/06
MY SCENE	1/1/05-12/31/06
HOT WHEELS	1/1/05-12/31/06
HOT WHEELS - FUNNishers	1/1/05-12/31/06
HOT WHEELS - Spink Jarr	1/1/05-12/31/06
MATCHBOX	1/1/05-12/31/06
POLLY POCKET	1/1/05-12/31/06
TOTAL FOR WARETEL	
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 - renew with 350 pmr.	1/1/06-12/31/07
SUPERMAN	1/1/06-12/31/07
TOTAL FOR WARNERBROS	
ROBOTS - 10th Century Fox	1/1/05-12/31/06
DRAGONBALL GT / Z - FUNNishers	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) - 4Kids Entertainment	1/1/06/12/31/07
SPIDER-MAN - Marvel	1/1/06/12/31/07
TOTAL ALL OTHERS	
EXPIRING LICENSES FROM 2005	
KNIGHTS OF THE ZODIAC - DIC Entertainment	1/1/04-12/31/05
YUYU HAKUSHO - FUNNishers	9/1/03-12/31/05
CLIFFORD - Scholastic Entertainment	1/1/04-12/31/05
SEASIDE STREET - Seaside 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) - 4Kids Entertainment	8/1/03-12/31/05
SPIDER-MAN - Marvel	1/1/04-12/31/05

EXHIBIT D

licenseor having 0822305.xls

8/24/2005

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