

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Brinkmann Corporation		06/03/2008	CORPORATION: TEXAS

RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, N.A.
Street Address:	2200 Ross Avenue, 8th Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75244
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 50

Property Type	Number	Word Mark
Registration Number:	2602271	BACKROADS
Registration Number:	1240166	BIG MAX
Registration Number:	1240165	BLACK MAX
Registration Number:	1171099	BLUE MAX
Registration Number:	1153730	BRINKMANN
Serial Number:	76483115	BRINKMANN
Registration Number:	2779986	BRINKMANN BACKYARD KITCHEN
Registration Number:	2980409	CIMARRON
Registration Number:	0944069	COOK'N CA'JUN
Registration Number:	2775202	COOK'N CA'JUN
Registration Number:	2577651	ENDURA
Registration Number:	1147585	FISH ATTRACTOR
Serial Number:	78174708	GARDEN PAGODA
Registration Number:	2036280	GLOW GRIP

CH \$1265.00 2602271

Registration Number:	1565778	HOME/GUARD
Registration Number:	2131523	LEGEND
Registration Number:	2687113	LONGHORN
Registration Number:	1567003	MAGNUM MAX
Serial Number:	76548626	MAGNUM MAXFIRE
Registration Number:	1919542	MAXFIRE
Registration Number:	1565777	MAXSTAR
Registration Number:	1474878	MICRO-MAX
Registration Number:	1845540	MR MEAT SMOKER
Registration Number:	2376021	NEXSTAR
Serial Number:	76265187	PAGODA
Registration Number:	1977680	PITMASTER
Registration Number:	1688801	POW-R-VAC
Registration Number:	1911251	PRO GRIP
Registration Number:	1658148	PRO-MAX
Registration Number:	2600421	Q-BEAM SPOT/FLOOD
Registration Number:	2689337	REBEL
Registration Number:	2602272	ROADMASTER
Registration Number:	2892073	RUSTIC PRAIRIE
Registration Number:	1273424	SMOKE KING
Registration Number:	2603776	SMOKE 'N GRILL
Registration Number:	1184641	SMOKE 'N PIT
Registration Number:	1845322	SMOKER'S BLEND
Registration Number:	1966142	SMOKESHOP
Registration Number:	2608851	SOLAR GALLERY
Registration Number:	1567000	SOLAR MAX
Registration Number:	2613294	STILLWATER
Serial Number:	76678685	TAILGATEMATE
Registration Number:	2589591	TRAILMASTER
Registration Number:	2604522	TREASURE SENSOR
Registration Number:	1720085	TRI-MAX
Registration Number:	1567004	TROUBLE SHOOTER
Registration Number:	2912654	URBAN PRAIRIE
Registration Number:	1938846	WEEKENDER
Registration Number:	1256766	WINDY

Serial Number:

78842223

GO-LED

CORRESPONDENCE DATA

Fax Number: (214)745-5390

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2147455390

Email: jmuennink@winstead.com

Correspondent Name: Cathryn Berrymen c/o Winstead

Address Line 1: P.O. Box 50784

Address Line 4: Dallas, TEXAS 75250-0784

ATTORNEY DOCKET NUMBER:

13312 439

NAME OF SUBMITTER:

Cathryn A. Berryman

Signature:

/Cathryn A. Berryman/

Date:

06/19/2008

Total Attachments: 25

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INTELLECTUAL PROPERTY SECURITY INTEREST AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY INTEREST AGREEMENT (this "Agreement") is dated as of June 3, 2008 by and between THE BRINKMANN CORPORATION, a Texas corporation (the "Company"), and JPMORGAN CHASE BANK, N.A., as agent (the "Agent") for the Lenders (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated of even date herewith among the Company, the financial institutions signatory thereto (the "Lenders"), and the Agent (as the same may hereafter be amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make certain loans to the Company;

WHEREAS, the Company will receive substantial and direct benefits from the extensions of credit contemplated by the Credit Agreement and is entering into this Agreement to induce the Agent and the Lenders to enter into the Credit Agreement and extend credit to the Company thereunder; and

WHEREAS, as a condition to entering into the Credit Agreement, the Lenders have required that the Company grant to the Agent, on behalf of the Lenders and at the Agent's request, a security interest in certain of the Company's assets;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS AND EFFECT.

1.1. General Terms. As used in this Agreement:

"Agreement" means this Intellectual Property Security Interest Agreement, as it may be amended, restated, modified or supplemented from time to time.

"Collateral" has the meaning ascribed to it by Section 2 hereof.

"Copyrights" has the meaning ascribed to it by Section 2(a) hereof.

"Default" means an event described in Section 5 hereof.

"DMC Credit Agreement" means that certain Loan and Security Agreement dated as of July 21, 1995 between DMC and Comerica Bank, successor by merger to Comerica Bank-Texas, as the same has been or may hereafter be amended, restated, supplemented or otherwise modified from time to time.

"Licenses" has the meaning ascribed to it by Section 2(c) hereof.

"Lien" means any security interest, mortgage, pledge, hypothecation, lien, claim, charge, encumbrance, title retention agreement, or lessor's interest, in or on the Collateral or any portion thereof.

"Obligations" means all "Obligations" as defined in the Credit Agreement.

"Patents" has the meaning ascribed to it by Section 2(d) hereof.

"Related Documents" means, collectively, all documents and things in the Company's possession related to the production and sale by the Company, or any Affiliate, Subsidiary, licensee or subcontractor thereof, of products or services sold by or under the authority of the Company in connection with the Patents, Trademarks, Copyrights or Licenses including, without limitation, all product and service specification documents and production and quality control manuals used in the manufacture of products or provision of services sold under or in connection with the Trademarks.

"Section" means a numbered section of this Agreement, unless another document is specifically referenced.

"Trademarks" has the meaning ascribed to it by Section 2(b) hereof.

"Uniform Commercial Code" means the Uniform Commercial Code as in effect in the State of Texas, as the same has been or may be amended or revised from time to time, or, if so required with respect to any particular Collateral by mandatory provisions of applicable law, as in effect in the jurisdiction in which such Collateral is located.

"Unmatured Default" means an event which but for the lapse of requisite time or the giving of requisite notice, or both, would constitute a Default.

The foregoing definitions shall be equally applicable to both the singular and plural forms of the defined terms. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement.

2. GRANT OF SECURITY INTEREST.

The Company hereby grants to the Agent, for the benefit of itself and the Lenders, a security interest in all of the Company's right, title and interest in and to all of its now owned or existing and hereafter acquired or arising property described as follows (collectively, the "Collateral") to secure payment of the Obligations:

(a) all United States and foreign copyrights, including, without limitation, copyrights listed on Exhibit A hereto, and applications therefor and renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to all United States and foreign copyrights including, without limitation, damages and payments for past and future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(b) all United States and foreign trademarks, tradenames, service marks, trademark and service mark registrations and renewals, and trademark and service mark applications, including, without limitation, the trademarks, service marks and tradenames listed on Exhibit B hereto, and registrations and renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to all trademarks, tradenames and service marks including, without limitation, damages and payments for past and future infringements thereof against third parties (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(c) all license agreements in which the Company is or becomes licensed (or grants or permits, whether now or in the future a license) to use a copyright, trademark, service mark, tradename, patent or the related know-how including, without limitation, the license agreements listed on Exhibit C hereto (the "Licenses"); provided, that notwithstanding the foregoing, "Licenses" shall not include any license which by its terms prohibits the grant of the security interest contemplated by this Agreement;

(d) all United States and foreign patents and patent applications, whether in the United States or any foreign jurisdiction, and the inventions and improvements described and claimed therein and trade secrets and know-how related thereto, including, without limitation, the patents and patent applications listed on Exhibit D hereto, and the re-issues, divisions, renewals, extensions and continuations-in-part thereof and all income, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof, the right to sue for past, present and future infringements thereof and all rights corresponding thereto throughout the world (all of the foregoing being sometimes hereinafter individually and/or collectively referred to as the "Patents");

(e) the goodwill of the Company's business connected with the use of and symbolized by the Trademarks;

(f) the Related Documents; and

(g) all products and proceeds, including, without limitation, insurance proceeds, of any of the foregoing.

3. REPRESENTATIONS AND WARRANTIES.

The Company represents and warrants to the Agent and the Lenders that:

3.1. Existence and Standing. The Company is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation, and the Company has all requisite authority to conduct its business and is qualified to do business in each jurisdiction in which its business is conducted except those jurisdictions in which the failure to so qualify could not reasonably be expected to have a Material Adverse Effect.

3.2. Authorization. Validity and Enforceability. The execution, delivery and performance by the Company of this Agreement have been duly authorized by proper corporate proceedings, and this Agreement constitutes a legal, valid and binding obligation of the Company and creates a security interest which is enforceable against the Company in all now owned and hereafter acquired Collateral.

3.3. Conflicting Laws and Contracts. Neither the execution and delivery by the Company of this Agreement, the creation and perfection of the security interest in the Collateral granted hereunder, nor compliance with the terms and provisions hereof, will violate any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on the Company or the Company's articles of incorporation or by-laws, the provisions of any indenture, instrument or agreement to which the Company is a party or is subject, or by which it, or its property, is bound, or conflict therewith or constitute a default thereunder, or result in the creation or imposition of any Lien pursuant to the terms of any such indenture, instrument or agreement.

3.4. Principal Location. As of the date hereof, the Company's mailing address, and the location of its chief executive office and the books and records relating to the Collateral are disclosed in Exhibit E hereto.

3.5. No Other Names. The Company has not conducted business under any name except the names in which it has executed this Agreement or as otherwise disclosed pursuant to the Loan Documents.

3.6. No Default. No Default or Unmatured Default exists.

3.7. No Financing Statements. No financing statement or similar document describing all or any portion of the Collateral which has not lapsed or been terminated naming the Company as debtor or assignor has been filed in any jurisdiction or office, including, without limitation, the United States Patent and Trademark Office or the United States Copyright Office, except as permitted under the Credit Agreement.

3.8. Security Interest. This Agreement creates a valid security interest in the Collateral, enforceable against the Company and all third parties, securing payment of the Obligations, which security interest will be perfected, with respect to rights in the United States, upon (a) the recording of this Agreement in the Office of the Commissioner of Patents and Trademarks and the United States Copyright Office, and (b) the filing of Uniform Commercial Code financing statements with the Secretary of State of Texas.

3.9. Registrations. The Company has duly and properly applied for registration of the Copyrights, Trademarks and Patents listed in Exhibits A, B and D hereto as indicated thereon, respectively, in the United States Patent and Trademark Office or the Copyright Office, as applicable.

3.10. Litigation. There has been no litigation, arbitration, governmental investigation, proceeding or inquiry pending or, to the knowledge of any of the Company's officers, threatened against or affecting the Company or its Subsidiaries challenging the Company's right, title and interest in the Collateral or alleging that the Company's use of any Collateral violates the rights

of any Person. The Company's use of the Collateral does not infringe upon the rights of any third party.

3.11. Complete Listing. The Copyrights, Trademarks, Licenses and Patents set forth on the Schedules hereto constitute, as of the date hereof, all material Copyrights, Trademarks, Licenses and Patents of the Company.

4. COVENANTS.

From the date of this Agreement, and thereafter until this Agreement is terminated:

4.1. Inspection. The Company will permit the Agent, by representatives and agents, to examine and make copies of the records of the Company relating to the Collateral, and to discuss the Collateral and the records of the Company with respect thereto with, and to be advised as to the same by, the Company's officers and employees at such reasonable times and intervals as the Agent may designate.

4.2. Taxes. The Company will pay when due all taxes, assessments and governmental charges and levies upon the Collateral to the extent permitted pursuant to clauses (a) and (b) of Section 6.5 of the Credit Agreement.

4.3. Records and Reports. The Company will maintain complete and accurate books and records with respect to the Collateral, and furnish to the Agent, with sufficient copies for each of the Lenders, such reports relating to the Collateral as the Agent shall from time to time reasonably request.

4.4. Notice of Default. The Company will give prompt notice in writing to the Agent and the Lenders of the occurrence of any Default or Unmatured Default and of any other development; financial or other, which would have a Material Adverse Effect.

4.5. Financing Statements and Other Actions. The Company will execute and deliver to the Agent all financing statements and other documents from time to time requested by the Agent or any Lender in order to maintain a perfected security interest in the Collateral.

4.6. Disposition of Collateral. Except for non-exclusive licensing agreements or as permitted under the Credit Agreement, the Company will not sell, lease or otherwise dispose of the Collateral.

4.7. Liens. The Company will not create, incur or suffer to exist any Lien upon the Collateral except the security interest created by this Agreement and as otherwise permitted by Section 6.18 of the Credit Agreement.

4.8. Other Financing Statements. The Company will not sign or authorize the signing on its behalf of any financing statement naming it as debtor covering all or any portion of the Collateral, except financing statements naming the lenders under the DMC Credit Agreement and the Agent, on behalf of the Lenders, as secured parties.

4.9. Preservation of Value. The Company agrees to protect and preserve the value and integrity of all material Trademarks, Patents, Copyrights and Licenses and, to that end, shall maintain the quality of any and all of its products or services bearing the trademarks or service marks included in such Trademarks, Patents, Copyrights or Licenses consistent with the quality of such products and services of such marks as of the date of this Agreement.

4.10. Collateral Royalties; Term. The Company hereby agrees that any use by the Agent, on behalf of the Lenders, of any Patents, Copyrights, Trademarks and Licenses as described above shall be worldwide, to the extent possessed by the Company, and without any liability for royalties or other related charges from the Agent or any Lender to the Company. The term of the security interests granted herein shall extend until the expiration of each of the respective Copyrights, Trademarks, Patents and Licenses pledged hereunder, or until the Obligations have been indefeasibly paid in full, no commitment by the Agent or any Lender exists that could give rise to any obligations and the Credit Agreement and this Agreement have been terminated, whichever first occurs.

4.11. Annual Report. The Company shall provide the Agent upon request, and in any event prior to April 15 of each year, with a list of all new applications for United States and foreign copyrights, patents and trademarks, which new applications shall be subject to the terms and conditions of this Agreement. The Company hereby authorizes the Agent to modify this Agreement by amending the Exhibits hereto to include any such new Trademarks, Patents, Copyrights or Licenses and to re-record this Agreement from time to time as the Agent sees fit.

4.12. Duties of Company. The Company shall have the duty (a) to prosecute diligently any application to register the Patents, Trademarks and Copyrights pending as of the date hereof or thereafter until all obligations have been indefeasibly paid in full, (b) to make application on unpatented but patentable material inventions and on material Trademarks and Copyrights, as appropriate or as requested by the Agent, and (c) to preserve and maintain all rights in all applications to register material Patents, Trademarks and Copyrights. Any expenses incurred in connection with such applications shall be borne by the Company. The Company shall not abandon any right to file an application to register material Patents, Trademarks and Copyrights without the prior written consent of the Agent.

4.13. Delivery of Certificates. Upon the request of the Agent, the Company shall deliver to the Agent copies of all existing and future official Certificates of Registration for the Patents, Trademarks and Copyrights.

4.14. Notice of Proceedings. The Company shall promptly notify the Agent and the Lenders of the institution of, and any adverse determination in, any proceeding in the United States Patent and Trademark Office or any agency of any state or any court regarding the Company's right, title and interest in any material Patent, Trademark or Copyright or the Company's right to register any material Patent, Trademark or Copyright.

5. DEFAULT.

5.1. The occurrence of any one or more of the following events shall constitute a Default:

5.1.1. Any representation or warranty made or deemed made by or on behalf of the Company to the Agent or the Lenders under or in connection with this Agreement shall be false in any material respect as of the date on which made or deemed made.

5.1.2. The breach by the Company of any of the terms or provisions of Section 4.4, 4.5, 4.6, 4.7, 4.8, 4.9 or 8.5 hereof.

5.1.3. The breach by the Company (other than a breach which constitutes a Default under Section 5.1.1 or 5.1.2 hereof) of any of the terms or provisions of this Agreement which is not remedied within twenty (20) days after the giving of written notice by the Agent.

5.1.4. The occurrence of any "Default" under and as defined in the Credit Agreement.

5.2. Acceleration and Remedies. If any Default described in the Credit Agreement occurs with respect to the Company, the obligations of the Lenders to make Loans thereunder and the right of the Lenders to declare the obligations to be due and payable shall be determined in accordance with the Credit Agreement.

5.3. Company's obligations Upon Default. Upon the request of the Agent after a Default occurs and is continuing, the Company will:

5.3.1. Assembly of Collateral. Assemble and make available to the Agent the Collateral and all records relating thereto at the main office of the Company or at such other place or places reasonably specified by the Agent.

5.3.2. Secured Party Access. Permit the Agent, by the Agent's representatives and agents, to enter and remain on any premises where all or any part of the books and records relating thereto, or both, are located, to take possession of all or any part of the Collateral or such books and records and to remove all or any part of the Collateral or such books and records.

6. WAIVERS, AMENDMENTS AND REMEDIES.

6.1. Remedies. In the event that any Default has occurred and is continuing, the Agent, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon the Company or any other person (all and each of which demands, advertisements and/or notices are hereby expressly waived), may forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, assign, give option or options to purchase, contract to sell or otherwise dispose of and deliver said Collateral, or any part thereof, in one or more portions at public or private sale or sales or dispositions, at any exchange,

broker's board or at any of the Agent's offices or elsewhere upon such terms and conditions as the Agent may deem advisable and at such prices as the Agent may deem best, for any combination of cash or on credit or for future delivery without assumption of any credit risk, with the right to the Agent or any Lender upon any such sale or sales or dispositions, public or private, to purchase the whole or any part of said Collateral so sold, free of any right or equity of redemption in the Company, which right or equity is hereby expressly waived and released.

6.2. Waivers and Amendments. No delay or omission of the Agent or any Lender to exercise any right or remedy granted under this Agreement shall impair such right or remedy or be construed to be a waiver of any Unmatured Default or Default or an acquiescence therein, and any single or partial exercise of any such right or remedy shall not preclude other or further exercise thereof or the exercise of any other right or remedy, and no waiver, amendment or other variation of the terms, conditions or provisions of this Agreement whatsoever shall be valid unless in writing signed by the Agent and the Required Lenders (if so required by the Credit Agreement), and then only to the extent specifically set forth in such writing; provided, however, that any amendment purporting to release all or substantially all of the Collateral shall be valid only if signed by the Agent and all of the Lenders. All rights and remedies contained in this Agreement or by law afforded shall be cumulative and all shall be available to the Agent and the Lenders until the Obligations have been indefeasibly paid in full.

7. PROCEEDS.

7.1. Special Collateral Account. After a Default has occurred and is continuing, all cash proceeds of the Collateral received by the Agent shall be deposited in a special cash collateral account with the Agent and held there as security for the Obligations.

7.2. Application of Proceeds. The proceeds of the Collateral shall be applied by the Agent to payment of the Obligations in the following order unless a court of competent jurisdiction shall otherwise direct:

(a) FIRST, to payment of all reasonable costs and expenses of the Agent and the Lenders incurred in connection with the collection and enforcement of the Obligations or of the security interest granted to the Agent and the Lenders pursuant to this Agreement, including all costs and expenses of any sale pursuant hereto, and of any judicial or private proceedings in which such sale may be made, and of all other expenses, liabilities and advances made or incurred by the Agent, the Lenders and the agents and attorneys of each of them, together with interest at the Default Rate on such costs, expenses and liabilities and on all advances made by the Agent or any Lender from the date any such cost, expense or liability is due, owing or unpaid or any such advance is made, in each case until paid in full;

(b) SECOND, to payment of any amounts due and owing in accordance with the application of proceeds section set forth as Section 7.3 to the Borrower Security Agreement; and

(c) THIRD, the balance, if any, after all of the obligations have been satisfied, shall be remitted as required by law.

8. GENERAL PROVISIONS.

8.1. Notice of Disposition of Collateral. The Company hereby waives notice of the time and place of any public sale or the time after which any private sale or other disposition of all or any part of the Collateral may be made. To the extent such notice may not be waived under applicable law, any notice made shall be deemed reasonable if sent to the Company, addressed as set forth in Section 10 hereof, at least ten (10) days prior to any such public sale or the time after which any such private sale or other disposition may be made.

8.2. Agent Performance of Company Obligations. Without having any obligation to do so, upon either (a) notice to the Company or (b) the occurrence of an Unmatured Default or a Default, the Agent may perform or pay any obligation which the Company has agreed to perform or pay in this Agreement and the Company shall reimburse the Agent for any amounts paid by the Agent pursuant to this Section 8.2. The Company's obligation to reimburse the Agent pursuant to the preceding sentence shall be an obligation payable on demand.

8.3. Authorization for Agent to Take Certain Action. The Company irrevocably authorizes the Agent at any time and from time to time, in the sole discretion of the Agent, upon either (a) notice to the Company or (b) the occurrence of an Unmatured Default or a Default: (i) to execute on behalf of the Company as debtor and to file financing statements and other documents with the United States Patent and Trademark Office or Copyright Office or otherwise which are necessary or desirable in the Agent's sole discretion to perfect and to maintain the perfection and priority of the Agent's and Lenders' security interest in the Collateral; (ii) to endorse and collect any cash proceeds of the Collateral; or (iii) to file a carbon, photographic or other reproduction of this Agreement or any financing statement with respect to the Collateral as a financing statement in such offices as the Agent in its sole discretion deems necessary or desirable to perfect and to maintain the perfection and priority of the Agent's and the Lenders' security interest in the Collateral. At any time and from time to time after the Obligations have been declared or become due and payable in accordance with the Credit Agreement, the Company authorizes the Agent to apply the proceeds of any Collateral received by the Agent to the Obligations as provided in Section 7 hereof.

8.4. Specific Performance of Certain Covenants. The Company acknowledges and agrees that a breach of any of the covenants contained in Sections 4.1, 4.5, 4.6, 4.13, 5.3 and 8.5 hereof will cause irreparable injury to the Agent and the Lenders and that the Agent and the Lenders have no adequate remedy at law in respect of such breaches and therefore agree, without limiting the right of the Agent or the Lenders to seek and obtain specific performance of other obligations of the Company contained in this Agreement, that the covenants of the Company contained in the Sections referred to in this Section 8.4 shall be specifically enforceable against the Company.

8.5. Dispositions Not Authorized. Except as provided for by the Credit Agreement, the Company is not authorized to sell or otherwise dispose of the Collateral and notwithstanding any course of dealing between the Company and the Agent or other conduct of the Agent, no authorization to sell or otherwise dispose of the Collateral shall be binding upon the Agent or the Lenders unless such authorization is in writing signed by the Agent with the consent of the Required Lenders or all Lenders, as required by the Credit Agreement.

8.6. Definition of Certain Terms. Terms defined in the Uniform Commercial Code which are not otherwise defined in this Agreement are used in this Agreement as defined in the Uniform Commercial Code as in effect on the date hereof.

8.7. Benefit of Agreement. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Company, the Agent and the Lenders and their respective successors and assigns, except that the Company shall not have the right to assign its rights or obligations under this Agreement or any interest herein, without the prior written consent of the Agent and the Lenders.

8.8. Survival of Representations. All representations and warranties of the Company contained in this Agreement shall survive the execution and delivery of this Agreement.

8.9. Taxes and Expenses. Any taxes (including, without limitation, any sales, gross receipts, general corporation, personal property, privilege or license taxes, but not including any federal or other taxes imposed upon the Agent or any Lender, with respect to its gross or net income or profits arising out of this Agreement) payable or ruled payable by any Federal or State authority in respect of this Agreement shall be paid by the Company, together with interest and penalties, if any. The Company shall reimburse (a) the Agent for any and all reasonable out-of-pocket expenses and internal charges (including reasonable attorneys', auditors' and accountants' fees and reasonable time charges of attorneys, paralegals, auditors and accountants who may be employees of the Agent) paid or incurred by the Agent in connection with the preparation, execution, delivery, administration, collection and enforcement of this Agreement and in the audit, analysis, administration, collection, preservation or sale of the Collateral (including the expenses and charges associated with any periodic or special audit of the Collateral), and (b) the Agent and each Lender for any and all reasonable out-of-pocket expenses and internal charges (including reasonable attorneys', auditors' and accountants' fees and reasonable time charges of attorneys, paralegals, auditors and accountants who may be employees of the Agent or such Lender) paid or incurred by the Agent or such Lender in connection with the collection and enforcement of this Agreement.

8.10. Headings. The title of and section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Agreement.

8.11. Termination. This Agreement shall continue in effect (notwithstanding the fact that from time there may be no obligations or commitments therefor outstanding) until the payment in full of the Obligations and the termination of the Credit Agreement in accordance with its terms and all commitments of the Lenders thereunder, at which time the security interests granted hereby shall terminate and any and all rights to the Collateral shall revert to the Company. Upon such termination, the Agent shall promptly return to the Company, at the Company's expense, such of the Collateral held by the Agent as shall not have been sold or otherwise applied pursuant to the terms hereof. The Agent will promptly execute and deliver to the Company such other documents as the Company shall reasonably request to evidence such termination.

8.12. Entire Agreement. This Agreement, the Credit Agreement and the other Loan Documents embody the entire agreement and understanding between the Company and the Agent relating to the Collateral and supersede all prior agreements and understandings between the Company and the Agent relating to the Collateral.

8.13. Indemnity. The Company hereby agrees to assume liability for, and does hereby agree to indemnify and keep harmless the Agent and each Lender, its successors, assigns, agents and employees, from and against any and all liabilities, damages, penalties, suits, costs, and expenses of any kind and nature, imposed on, incurred by or asserted against the Agent or any Lender, or its successors, assigns, agents and employees, in any way relating to or arising out of this Agreement, or the manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, use, operation, condition, sale, return or other disposition of any Collateral (other than liability resulting from the gross negligence or willful misconduct of the Agent or any such Lender).

8.14. Releases. Upon termination of this Agreement in accordance with the provisions of Section 8.11 hereof, the Agent and the Lenders shall, at the Company's request and expense, execute such releases as the Company may reasonably request, in form and upon terms acceptable to the Agent and the Lenders in all respects.

8.15. Waivers. Except to the extent expressly otherwise provided herein or in any other Loan Document, the Company waives, to the extent permitted by applicable law, (a) any right to require either the Agent or any Lender to proceed against any other person, to exhaust its rights in any other collateral, or to pursue any other right which either the Agent or any Lender may have, and (b) with respect to the Obligations, presentment and demand for payment, protest, notice of protest and non-payment, and notice of the intention to accelerate.

8.16. Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. This Agreement shall be effective when it has been executed by the Company and the Agent. Further, any facsimile copy, other copy or reproduction of a signed counterpart original of this Agreement shall be as fully effective and binding as the original signed counterpart of this Agreement.

8.17. **CHOICE OF LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS, WITHOUT REGARD TO CONFLICT OF LAWS PROVISIONS, OF THE STATE OF TEXAS, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.**

8.18. Marshalling. Neither the Agent nor any Lender shall be under any obligation to marshal any assets in favor of the Company or any other party or against or in payment of any or all of the Obligations.

8.19. Subordination. The rights and remedies of the Agent and the Lenders hereunder are subject, in all respects, to the terms and conditions of that certain Intercreditor and Subordination Agreement dated as of the date hereof between the Agent and Comerica Bank as amended, supplemented or modified from time to time.

9. **THE AGENT.**

JPMorgan Chase Bank, N.A. has been appointed as Agent for the Lenders hereunder pursuant to Article X of the Credit Agreement, and the Agent has agreed to act (and any successor Agent shall act) as such hereunder only on the express conditions contained in such Article X. Any successor Agent appointed pursuant to Article X of the Credit Agreement shall be entitled to all the rights, interests and benefits of the Agent hereunder.

10. **NOTICES.**

10.1. Sending Notices. Any notice required or permitted to be given under this Agreement shall be given in accordance with Section 13.1 of the Credit Agreement.

10.2. Change in Address for Notices. The Company and the Agent or any Lender may change the address for service of notice upon it by a notice in writing to the other.

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IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their respective duly authorized representatives as of the date first set forth above.

THE BRINKMANN CORPORATION

By: [Signature]
J. Baxter Brinkmann, President

JPMORGAN CHASE BANK, N.A., as Agent

By: _____
Bradley C. Peters, Senior Vice President

STATE OF TEXAS)
)
COUNTY OF Dallas) SS:

The foregoing Intellectual Property Security Interest Agreement was executed and acknowledged before me this 03 day of June, 2008 by J. Baxter Brinkmann personally known to me to be the President of The Brinkmann Corporation, a Texas corporation, on behalf of such corporation.

[Signature]

NOTARY PUBLIC

My Commission Expires: 5-19-2012



IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their respective duly authorized representatives as of the date first set forth above.

THE BRINKMANN CORPORATION

By: _____
J. Baxter Brinkmann, President

JPMORGAN CHASE BANK, N.A., as Agent

By: Bradley C. Peters
Bradley C. Peters, Senior Vice President

STATE OF TEXAS)
)
COUNTY OF _____) SS:

The foregoing Intellectual Property Security Interest Agreement was executed and acknowledged before me this _____ day of _____, 2008 by J. Baxter Brinkmann personally known to me to be the President of The Brinkmann Corporation, a Texas corporation, on behalf of such corporation.

NOTARY PUBLIC

My Commission Expires: _____

(SEAL)

EXHIBIT A
COPYRIGHTS

None

Exhibit B
The Brinkmann Corporation
U.S. TRADEMARKS

US TRADEMARKS	COUNTRY	FILED	TRADEMARK NO.	REGISTER DATE
BACKROADS	USA	08/04/00	2602271	07/30/02
BIG MAX	USA	05/06/82	1240166	05/31/83
BLACK MAX	USA	05/06/82	1240165	05/31/83
BLUE MAX	USA	11/01/78	1171099	09/29/81
BRINKMANN (Stylized)	USA	11/13/78	1153730	05/12/81
BRINKMANN (Stylized)	USA	11/13/78	1153730	05/12/81
BRINKMANN (Word Mark)	USA	01/17/03	Ap. 76/483,115	Pending
BRINKMANN BACKYARD KITCHEN	USA	10/11/00	2779986	11/04/03
CIMARRON	USA	03/18/03	2980409	08/02/05
COOK'N CA'JUN (Stylized)	USA	05/26/71	944069	10/03/72
COOK'N CA'JUN (Word Mark)	USA	11/21/02	2775202	10/21/03
ENDURA	USA	09/19/00	2577651	06/11/02
FISH ATTRACTOR	USA	02/23/01	1147585	02/23/01
GARDEN PAGODA	USA	10/15/02	Ap. 78/174,708	Pending
GLOW GRIP	USA	09/25/95	2,036,280	02/04/97
GO-LED	USA	03/21/06	78/842,223	Pending
HOME/GUARD	USA	04/07/89	1,565,778	11/14/89
LEGEND	USA	04/07/89	2131523	01/27/98
LONGHORN	USA	08/03/00	2687113	02/11/03
MAGNUM MAX	USA	04/07/89	1567003	11/21/89
MAGNUM MAXFIRE	USA	10/03/03	Ap. 76/548,626	Pending
MAXFIRE	USA	08/26/94	1919542	09/19/95
MAXSTAR	USA	04/07/89	1565777	11/14/89
MICRO-MAX	USA	07/15/87	1474878	02/02/88
MR MEAT SMOKER	USA	08/08/93	1845540	07/19/94
NEXSTAR	USA	09/24/98	2376021	08/08/00
PAGODA	USA	05/29/01	76/265,187	Pending
PITMASTER	USA	08/15/94	1977680	06/04/96
POW-R-VAC	USA	10/30/90	1688801	05/26/92
PRO GRIP	USA	08/15/94	1911251	08/15/95
PRO-MAX	USA	10/09/90	1658148	09/24/91
Q-BEAM SPOT/FLOOD	USA	10/11/00	2600421	07/30/02
REBEL	USA	08/20/01	2689337	02/18/03
ROADMASTER	USA	08/04/00	2602272	07/30/02
RUSTIC PRAIRIE	USA	10/15/00	2,892,073	10/05/04
SMOKE KING	USA	01/28/83	1,273,424	04/10/84
SMOKE 'N GRILL	USA	09/22/00	2603776	08/06/02
SMOKE 'N PIT	USA	10/17/80	1,184,641	01/05/82
SMOKER'S BLEND	USA	08/14/93	1845322	07/19/94
SMOKESHOP	USA	02/22/94	1966142	04/09/96
SOLAR GALLERY	USA	09/19/00	2608851	08/20/02
SOLAR MAX	USA	03/21/89	1,567,000	11/21/89
STILLWATER	USA	08/04/00	2613294	08/27/02
TAILGATEMATE	USA	06/25/07	76/678,685	Pending
TRAILMASTER	USA	08/03/00	2589591	07/02/02
TREASURE SENSOR	USA	08/20/01	2604522	08/06/02
TRI-MAX	USA	10/09/90	1720085	09/29/92
TROUBLE SHOOTER	USA	04/07/89	1567004	11/21/89
URBAN PRAIRIE	USA	10/15/02	2912654	12/21/04
WEEKENDER	USA	01/11/95	1938846	11/28/95
WINDY	USA	03/19/82	1,256,766	11/08/83

Exhibit B
The Brinkmann Corporation
FOREIGN TRADEMARKS

FOREIGN TRADEMARKS	COUNTRY	FILED	TRADEMARK NO.	REGISTER DATE
BRINKMANN (Expansion of Goods)	Canada	09/12/00	TMA613,042	06/17/04
BRINKMANN (Word Mark)	China	08/22/00	1654078	10/21/01
BRINKMANN (Word Mark)	EPO	07/31/00	1784537	10/23/01
BRINKMANN (Word Mark)	HK	07/31/00	13722/2002	10/23/02
BRINKMANN (Word Mark)	Japan	08/15/00	4522252	11/16/01
BRINKMANN (Word Mark)	Mexico	07/31/00	723856	11/27/01
BRINKMANN Q-BEAM	Germany	02/04/81	1035861	11/07/91
MICRO-MAX	Australia	01/19/88	A479,822	12/12/89
MICRO-MAX	Canada	01/15/88	354043	03/31/89
MICRO-MAX	France	01/19/88	1445697	08/09/88
MICRO-MAX	Germany	01/21/88	1149175	01/21/88
MICRO-MAX	Italy	01/22/88	522158	02/08/90
MICRO-MAX	Japan	01/16/88	4244697	02/26/99
MICRO-MAX	Mexico	02/02/04	Ap. 640,070	Pending
MICRO-MAX	UK	01/19/88	1332857	01/22/88
Q-BEAM	Australia	08/23/79	336905	08/27/82
Q-BEAM	Canada	11/01/79	250,561	09/19/80
Q-BEAM	South Korea	10/26/30	84306	1/21/93
Q-BEAM	Mexico	06/01/79	240,416	1/4/80
SMOKE 'N GRILL	Canada	11/01/79	252007	11/04/80
SMOKE 'N PIT	Canada	11/01/79	TMA 256,935	03/20/81
SMOKE 'N PIT	Japan	05/29/80	1808088	09/27/95
SPORTSMAN SMOKER	Canada	11/01/79	TMA 263463	10/16/81
TREASURE SENSOR	Canada	11/1/79	249,912	08/29/80

EXHIBIT C

LICENSES

Trademark License Agreement with R.A. Brands, LLC for use of Remington trademark.

Exhibit D
The Brinkmann Corporation
US PATENTS

US PATENTS	COUNTRY	FILING DATE	Ap./ Patent No.	ISSUE DATE
COOKING STOVE (Gas Cooking Stove)	USA	05/17/01	D462,562	09/10/02
EXERCISE DEVICE	USA	05/05/05	11/122,358	Pending
FISHING LIGHT (Long & Short Green Fluorescent Underwater Fishing Light)	USA	07/19/01	D458,339	06/04/02
FLASHLIGHT - L.E.D.	USA	06/25/03	6,932,490	08/23/08
FLASHLIGHT - L.E.D.	USA	08/04/05	7,152,993	12/26/06
FLASHLIGHT - L.E.D.	USA	07/25/00	D445,926	07/31/01
FLASHLIGHT - L.E.D. II	USA	08/21/01	D463,595	09/24/02
FLASHLIGHT - L.E.D.4	USA	08/22/03	D495,077	08/24/04
FLASHLIGHT - Lithium	USA	08/21/01	D463,594	09/24/02
FLASHLIGHT - NEXSTAR Design (All 3 Designs)	USA	06/26/98	D414,887	10/05/99
FLASHLIGHT - NEXSTAR Design (With Knurling)	USA	06/26/98	D488,245	04/06/04
FLASHLIGHT - NEXSTAR Design (With Sleeve)	USA	06/26/98	D413,401	08/31/99
Flashlight (3 Watt Aluminum)	USA	05/24/07	29/288,029	Pending
Flashlight (3 Watt LED)	USA	01/09/07	29/271,123	Pending
Flashlight (3 Watt LED)	USA	06/28/07	29/288,989	Pending
FLASHLIGHT (Legend Design)	USA	03/23/88	D315,219	03/05/91
FLASHLIGHT BATTERY RECHARGER SYSTEM	USA	3/30/93	D345,958	04/12/94
FLASHLIGHT BATTERY RECHARGER SYSTEM	USA	11/13/90	5,165,048	11/17/92
FLASHLIGHT HAVING IMPROVED BULB ENCLOSURE	USA	07/22/91	5,126,927	06/30/92
FLASHLIGHT WITH TAIL CAP SWITCH BOOT	USA	12/28/90	5,211,471	05/18/93
GAS COOKING APPLIANCE AND CONTROL SYSTEM	USA	2/1/2007	11/701,602	Pending
GRILL (2007 A2 Grill Lid)	USA	07/07/06	D557,067	12/11/07
GRILL (2007 A2 Grill)	USA	07/07/06	D560,417	01/29/08
GRILL (6320 RCD Elec-Tech)	USA	08/29/06	D563,150	03/04/08
GRILL (8550)	USA	03/19/08	Pending	Pending
GRILL (8750 Luxury Island)	USA	03/19/08	Pending	Pending
GRILL (Chef's Island)	USA	01/09/07	D560,419	01/29/08
GRILL (Grill King Deluxe) (Lg. Oct.-Cant)	USA	06/28/00	D450,215	11/13/01
GRILL (Grill King)(Sm. Oct.-Cant)	USA	06/28/00	D450,216	11/13/01
GRILL (Professional Charcoal)	USA	06/01/06	D560,415	01/29/08
GRILL (Stainless Steel Gas Grill)	USA	09/21/05	D536,918	02/20/07
GRILL (Triple Function)	USA	05/24/07	29/288,023	Pending
GRILL (Triple Function) (Cont'n)	USA	01/11/08	29/294,461	Pending
GRILL LID (2007 B2 Grill Lid)	USA	07/07/06	D558,518	01/01/08
GRILL LID (4400 RB)	USA	02/09/07	D557,068	12/11/07
GRILL LID (Beveled Lid)	USA	02/15/07	D557,558	12/18/07
GRILL LID (Boxy)	USA	08/31/07	29/291,515	Pending
GRILL LID (Drop In Lid)	USA	06/14/06	D557,555	12/18/07
GRILL LID (J Lid)	USA	04/25/06	D557,066	12/11/07
GRILL LID (Model HD Xcast Grill)	USA	02/16/07	D560,418	1/29/2008
GRILL LID (Model HD Xcast Lid)	USA	02/15/07	D557,557	12/18/07
GRILL LID (Smiley Face)	USA	11/30/06	D562,629	02/26/08
GRILL LID (Split Lid)	USA	05/21/07	D562,630	02/26/08
GRILL LID (Stainless Steel Gas Grill) (Divisional)	USA	12/07/06	D554,944	11/13/07
GRILL LID (Target Seamless)	USA	06/14/06	D557,556	12/18/07
GRILL LID (Wraparound)	USA	07/26/07	29/289,709	Pending
HANDHELD SPOTLIGHT HAVING A BATTERY BY-PASS CIRCUIT	USA	12/03/99	6,364,504	04/02/02
HEADLAMP (1 Watt)	USA	06/29/06	D553,277	10/16/07
HEAVY DUTY VERTICAL SMOKER/COOKER	USA	12/14/94	D374,371	10/08/96
ISLAND GRILL DEVICE AND METHOD	USA	02/14/06	60/773,207	Pending
LIGHT AND MOTION SENSOR (SL-07)	USA	03/02/90	D338,845	08/31/93
LIGHT FIXTURE (Target)	USA	12/08/06	D553,286	10/16/07

Exhibit D
The Brinkmann Corporation
US PATENTS

US PATENTS	COUNTRY	FILING DATE	Ap./ Patent No.	ISSUE DATE
LOW VOLTAGE LIGHT FIXTURE (Classic Tier)	USA	03/01/90	4,996,636	02/26/91
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR101 - Classic Tier	USA	05/07/91	D330,778	11/03/92
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR102 - HERITAGE	USA	05/07/91	D333,189	02/09/93
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR103 - SIERRA	USA	05/07/91	D330,777	11/03/92
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR104 - FLOOD (Premier)	USA	05/07/91	D340,305	10/12/93
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR105 - Connector	USA	08/09/91	5,280,417	1/18/1994
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR106 - Lens	USA	08/09/91	5,297,013	03/22/94
OUTDOOR KITCHEN GRILL (Brinkmann Backyard Kitchen)	USA	09/19/00	D476,188	06/24/03
POD LIGHT	USA	06/29/06	D567,994	04/29/08
POD LIGHT (Cont'n)	USA	02/27/08	29/301,377	Pending
PORTABLE LANTERN (Two-Mantle Propane Lantern)	USA	03/23/05	11/088,080	Pending
PORTABLE LANTERN (Two-Mantle Propane Lantern)	USA	03/25/04	D503,006	03/15/05
PORTABLE LIGHT HAVING MULTI-MODE REFLECTOR (Q-Beam Max	USA	08/16/05	11/205,837	Pending
PORTABLE STOVE (Single Burner)	USA	03/25/04	D512,264	12/06/05
PORTABLE STOVE (Two Burner Camp Stove)	USA	04/29/05	11/118793	Pending
PORTABLE STOVE (Two Burner Camp Stove)	USA	4/30/2004	D514,871	02/14/06
SOLAR ADDRESS LIGHT	USA	09/30/05	D529,217	09/26/06
SOLAR LIGHT (Solar Path Light)	USA	04/26/05	D528,242	09/12/06
SOLAR PANEL	USA	09/04/07	D567,170	04/22/08
SOLAR POWERED OUTDOOR LIGHT (FIJI TORCH)	USA	02/27/01	D464,158	10/08/02
SOLAR POWERED OUTDOOR LIGHT (KETTLE LANTERN)	USA	03/06/01	D457,978	05/28/02
SOLAR POWERED OUTDOOR LIGHT (ROUND LANTERN-Target Model)	USA	04/10/01	D461,577	08/13/02
SOLAR POWERED OUTDOOR LIGHT (CLASSIC TIER II-309C UPSCALE)	USA	10/24/03	D494,698	08/17/04
SOLAR POWERED OUTDOOR LIGHT (COACH LIGHT/HANGING COACH	USA	02/19/03	D492,437	06/29/04
SOLAR POWERED OUTDOOR LIGHT (CROSSBAR PAGODA)	USA	10/24/03	D504,189	04/19/05
SOLAR POWERED OUTDOOR LIGHT (CYPRESS)	USA	12/29/00	D458,702	06/11/02
SOLAR POWERED OUTDOOR LIGHT (FLARE)	USA	03/08/05	D530,034	10/10/06
SOLAR POWERED OUTDOOR LIGHT (HAMPTON II)	USA	03/08/05	D533,676	12/12/06
SOLAR POWERED OUTDOOR LIGHT (HANGING CYPRESS)	USA	03/06/01	D475,797	06/10/03
SOLAR POWERED OUTDOOR LIGHT (MAIN STREET-Target Model)	USA	08/06/02	D477,683	07/22/03
SOLAR POWERED OUTDOOR LIGHT (MIRAGE II)	USA	02/14/01	D446,335	08/07/01
SOLAR POWERED OUTDOOR LIGHT (MIRRORED FLARE)	USA	03/08/05	D529,652	10/03/06
SOLAR POWERED OUTDOOR LIGHT (MISSION and HANGING MISSION)	USA	02/19/03	D490,556	05/25/04
SOLAR POWERED OUTDOOR LIGHT (MODERN PAGODA - Target Model)	USA	04/10/01	D461,578	08/13/02
SOLAR POWERED OUTDOOR LIGHT (MODERN TIER)	USA	10/24/03	D494,699	08/17/04
SOLAR POWERED OUTDOOR LIGHT (NEW VICTORIAN - Target Model)	USA	04/10/01	D470,963	02/25/03
SOLAR POWERED OUTDOOR LIGHT (PAGODA LANTERN)	USA	03/06/01	D457,676	05/21/02
SOLAR POWERED OUTDOOR LIGHT (PATIO)	USA	08/06/02	D481,819	11/04/03
SOLAR POWERED OUTDOOR LIGHT (POST LIGHT II)	USA	10/24/03	D497,684	10/26/04
SOLAR POWERED OUTDOOR LIGHT (POST LIGHT)	USA	02/19/03	D495,084	08/24/04
SOLAR POWERED OUTDOOR LIGHT (POST LIGHT) (Div'I)	USA	10/24/03	D508,581	08/16/05
SOLAR POWERED OUTDOOR LIGHT (RANCH -T1-03)	USA	05/23/03	D499,503	12/07/04
SOLAR POWERED OUTDOOR LIGHT (ROUND LANTERN-308)	USA	02/19/03	D485,386	01/13/04
SOLAR POWERED OUTDOOR LIGHT (SOLAR MAX SL-1)	USA	02/05/90	D329,099	09/01/92
SOLAR POWERED OUTDOOR LIGHT (SOLAR MAX SL-2 and SL-3)	USA	02/06/89	D318,135	07/09/91
SOLAR POWERED OUTDOOR LIGHT (SOLAR MAX SL-2 and SL-3)	USA	08/11/89	5,055,984	10/08/91
SOLAR POWERED OUTDOOR LIGHT (SOLAR MAX SL-4)	USA	02/09/90	D329,100	09/01/92
SOLAR POWERED OUTDOOR LIGHT (SOLAR SPOTLIGHT)	USA	02/18/05	D557,435	12/11/07
SOLAR POWERED OUTDOOR LIGHT (TIFFANY)	USA	03/08/05	D527,133	08/22/06
SOLAR POWERED OUTDOOR LIGHT (TRADITIONAL TIER) (Cont'n)	USA	10/24/03	D492,055	06/22/04
SOLAR POWERED OUTDOOR LIGHT (TULIP)	USA	04/10/01	D462,134	08/27/02
SOLAR POWERED OUTDOOR LIGHT (URBAN PRAIRIE)	USA	08/06/02	D477,890	07/29/03

Exhibit D
The Brinkmann Corporation
US PATENTS

US PATENTS	COUNTRY	FILING DATE	Ap./ Patent No.	ISSUE DATE
SOLAR POWERED OUTDOOR LIGHT (VICTORIAN II)	USA	12/29/00	D455,514	04/09/02
SOLAR POWERED OUTDOOR LIGHT (VICTORIAN)	USA	12/29/00	D461,921	08/20/02
SOLAR SPOTLIGHT (BULLET SHAPED)	USA	07/13/07	29/286,929	Pending
SOLAR SPOTLIGHT (RECHARGEABLE SPOTLIGHT)	USA	06/21/07	D567,419	04/22/08
SOLAR-POWERED FLASHLIGHT	USA	06/21/07	D567,420	04/22/08
SOLAR-POWERED LIGHT (SL-8)	USA	08/17/07	29/291,217	Pending
SOLAR-POWERED LIGHT (TARGET TIER)	USA	08/06/07	D565,773	04/01/08
SOLAR-POWERED LIGHT (TARGET ROUND LANTERN)	USA	08/06/07	D564,690	03/04/08
SOLAR-POWERED OUTDOOR LIGHT (BEVELED LIGHT)	USA	05/21/07	D563,586	03/04/08
SOLAR-POWERED OUTDOOR LIGHT (CANDLE LANTERN)	USA	05/21/07	D563,585	03/04/08
SOLAR-POWERED OUTDOOR LIGHT (CLASSIC LANTERN)	USA	05/22/07	D563,016	02/26/08
SOLAR-POWERED OUTDOOR LIGHT (HERITAGE IN BRONZE)	USA	05/21/07	D563,015	02/26/08
SOLAR-POWERED OUTDOOR LIGHT (PATTERNED LENS)	USA	05/21/07	D563,584	03/04/08
SOLOR ROTISSERIE MOTOR	USA	06/23/06	D567,760	04/29/08
SPOTLIGHT (DUAL XENON)	USA	01/29/04	D500,155	12/21/04
SPOTLIGHT (MINI Q-BEAM)	USA	06/03/99	D436,200	01/09/01
SPOTLIGHT (Q-BEAM 700,000 CP)	USA	08/23/01	D461,266	08/06/02
SWITCH FOR PORTABLE LIGHT SOURCE (LEGEND TAIL SWITCH)	USA	08/13/90	5,091,611	02/25/92
TURKEY FRYER STAND	USA	09/26/03	D503,068	03/22/05
UNDERWATER LAMP HAVING WATERTIGHT ELECTRICAL CONNECTION	USA	07/10/89	4,947,304	08/07/90
VERTICAL SMOKER	USA	02/05/03	D493,328	07/27/04

Exhibit D
The Brinkmann Corporation
Foreign Patents

FOREIGN PATENTS	COUNTRY	FILING DATE	Ap./ Patent No.	ISSUE DATE
FLASHLIGHT - L.E.D. (Design)	Canada	06/18/01	Ap. 2418851	Pending
FLASHLIGHT - L.E.D. (Design)	France	06/18/01	PN 1307685	Pending
FLASHLIGHT - L.E.D. (Design)	Germany	06/18/01	PN 1307685	08/15/07
FLASHLIGHT - L.E.D. (Design)	HK	06/18/01	Ap. 03103265.9	Pending
FLASHLIGHT - L.E.D. (Design)	Japan	06/18/01	Ap. 2002-519832	Pending
FLASHLIGHT - L.E.D. (Design)	Mexico	06/18/01	2/2/2559	10/03/06
FLASHLIGHT - L.E.D. (Design)	Mexico-Div.	06/06/06	2006-006439	Pending
FLASHLIGHT - L.E.D. (Design)	UK	06/18/01	PN 1307685	Pending
FLASHLIGHT - L.E.D. (Design)	WO	06/18/01	PCT/ US01/41035	Pending
FLASHLIGHT - L.E.D. (Utility)	Benelux	01/12/01	33007-00	07/23/01
FLASHLIGHT - L.E.D. (Utility)	Canada	01/12/01	92980	07/20/01
FLASHLIGHT - L.E.D. (Utility)	China	06/18/01	Ap. 1815816.1	Pending
FLASHLIGHT - L.E.D. (Utility)	China	01/16/01	ZL01300918.4	09/19/01
FLASHLIGHT - L.E.D. (Utility)	EP	06/18/01	PN 1307685	08/15/07
FLASHLIGHT - L.E.D. (Utility)	France	01/19/01	01 0333	06/08/01
FLASHLIGHT - L.E.D. (Utility)	Germany	01/22/01	40100708.1	04/20/01
FLASHLIGHT - L.E.D. (Utility)	HK	01/12/01	0110059.7	03/16/01
FLASHLIGHT - L.E.D. (Utility)	Japan	01/19/01	11/15/4976	08/24/01
FLASHLIGHT - L.E.D. (Utility)	Mexico	01/25/01	15094 - 1/16/03	05/27/03
FLASHLIGHT - L.E.D. (Utility)	SW/LI	06/18/01	PN 1307685 of	Pending
FLASHLIGHT - L.E.D. (Utility)	UK	01/11/01	2098687	04/12/01
FLASHLIGHT - L.E.D. II	Benelux	02/20/02	34101-01/02	08/21/02
FLASHLIGHT - L.E.D. II	Canada	02/20/02	3/10/2170	02/11/03
FLASHLIGHT - L.E.D. II	China	02/21/02	ZL 2304406.3	01/29/03
FLASHLIGHT - L.E.D. II	France	02/21/02	021265	08/02/02
FLASHLIGHT - L.E.D. II	Germany	02/21/02	40201554.1	04/19/02
FLASHLIGHT - L.E.D. II	HK	02/20/02	8/10/2475	05/03/02
FLASHLIGHT - L.E.D. II	Japan	02/21/02	1168454	01/31/03
FLASHLIGHT - L.E.D. II	Mexico	02/21/02	15590	09/26/03
FLASHLIGHT - L.E.D. II	UK	02/21/02	3001644	06/19/02
FLASHLIGHT - Lithium	Benelux	02/20/02	34101-01	08/21/02
FLASHLIGHT - Lithium	Canada	02/20/02	98685	02/11/03
FLASHLIGHT - Lithium	China	02/21/02	ZL 02 3 04407.1	02/05/03
FLASHLIGHT - Lithium	France	02/21/02	021264	08/02/02
FLASHLIGHT - Lithium	Germany	02/21/02	40201556.8	04/19/02
FLASHLIGHT - Lithium	HK	02/20/02	0210237.6	05/03/02
FLASHLIGHT - Lithium	Japan	02/21/02	1168812	01/31/03
FLASHLIGHT - Lithium	Mexico	02/21/02	15591	09/26/03
FLASHLIGHT - Lithium	UK	02/21/02	3001645	06/19/02
FLASHLIGHT - NEXSTAR Design (All 3 Designs)	Benelux	12/23/98	30611-01/09	09/22/99
FLASHLIGHT - NEXSTAR Design (All 3 Designs)	Canada	12/23/98	5/31/2141	11/26/99
FLASHLIGHT - NEXSTAR Design (All 3 Designs)	China	12/25/98	ZL 98 3 29820.3	10/30/99
FLASHLIGHT - NEXSTAR Design (All 3 Designs)	France	12/23/98	5415130-042	05/28/99
FLASHLIGHT - NEXSTAR Design (All 3 Designs)	Germany	12/21/98	4 98 12 717.6	07/15/99
FLASHLIGHT - NEXSTAR Design (All 3 Designs)	HK	12/23/98	9811630.6 M001	03/26/99
FLASHLIGHT - NEXSTAR Design (All 3 Designs)	Japan	12/28/98	Ap. 39332/98	Pending
FLASHLIGHT - NEXSTAR Design (All 3 Designs)	Mexico	01/04/99	12142	01/10/01
FLASHLIGHT - NEXSTAR Design (All 3 Designs)	UK	12/23/98	11/9/7594	06/26/98
FLASHLIGHT - NEXSTAR Design (With Knurling)	China	12/25/98	ZL 98 3 29822.X	02/05/00
FLASHLIGHT - NEXSTAR Design (With Knurling)	HK	12/23/98	9811630.6 M002	03/26/99
FLASHLIGHT - NEXSTAR Design (With Knurling)	Japan	12/28/98	Ap. 39333/98	Pending

Exhibit D
The Brinkmann Corporation
Foreign Patents

FOREIGN PATENTS	COUNTRY	FILING DATE	Ap./ Patent No.	ISSUE DATE
FLASHLIGHT - NEXSTAR Design (With Knurling)	UK	12/23/98	11/11/7594	06/26/98
FLASHLIGHT - NEXSTAR Design (With Sleeve)	China	12/25/98	ZL 98 3 29821.1	05/18/00
FLASHLIGHT - NEXSTAR Design (With Sleeve)	HK	12/23/98	9811630.6 M003	03/26/99
FLASHLIGHT - NEXSTAR Design (With Sleeve)	Japan	12/28/98	Ap. 39334/98	Pending
FLASHLIGHT - NEXSTAR Design (With Sleeve)	UK	12/23/98	11/10/7594	06/26/98
FLASHLIGHT (Legend Design)	Australia	09/23/88	104,087	06/01/89
FLASHLIGHT (Legend Design)	France	09/23/88	265,763	10/04/89
FLASHLIGHT (Legend Design)	Germany	09/23/88	M 88 01 998.5	06/28/89
FLASHLIGHT (Legend Design)	Japan	09/24/88	796,666	06/27/90
FLASHLIGHT (Legend Design)	UK	09/27/88	1053741	03/23/88
GAS COOKING APPLIANCE AND CONTROL SYSTEM	PCT	02/20/07	US07/04619	Pending
GAS COOKING APPLIANCE AND CONTROL SYSTEM	Taiwan	02/16/07	096106585	Pending
LIGHT AND MOTION SENSOR (SL-07)	Australia	08/31/90	110,691	03/27/91
LIGHT AND MOTION SENSOR (SL-07)	France	08/31/90	291,476	01/04/91
LIGHT AND MOTION SENSOR (SL-07)	Germany	08/31/90	M 90 05 841.0	08/14/91
LIGHT AND MOTION SENSOR (SL-07)	UK	08/31/90	2,009,365	03/02/90
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR101 - Classic Tier	Australia	11/06/91	114524	07/20/92
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR101 - Classic Tier	Benelux	11/05/91	22063-01	11/05/91
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR101 - Classic Tier	Canada	11/07/91	70474	04/21/92
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR101 - Classic Tier	France	11/05/91	916898	01/21/92
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR101 - Classic Tier	Germany	11/07/91	M 91 07 958.6	04/15/92
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR101 - Classic Tier	Italy	11/07/91	61425	10/03/94
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR101 - Classic Tier	UK	05/07/91	2018816	05/18/92
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR102 - HERITAGE	Australia	11/06/91	114525	07/20/92
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR102 - HERITAGE	Benelux	11/05/91	22063-02	11/05/91
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR102 - HERITAGE	Canada	11/07/91	70475	04/21/92
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR102 - HERITAGE	France	11/05/91	916897	01/21/92
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR102 - HERITAGE	Germany	11/07/91	M 91 07 958.6	04/15/92
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR102 - HERITAGE	Italy	11/07/91	00061426	10/03/94
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR102 - HERITAGE	UK	05/07/91	2018817	05/18/92
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR103 - SIERRA	Australia	11/06/91	114526	07/20/92
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR103 - SIERRA	Benelux	11/05/91	22063-03	11/05/91
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR103 - SIERRA	Canada	11/07/91	70476	04/21/92
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR103 - SIERRA	France	11/05/91	916896	01/21/92
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR103 - SIERRA	Germany	11/07/91	M 91 07 958.6	04/15/92
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR103 - SIERRA	Italy	11/07/91	00061427	10/03/94
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR103 - SIERRA	Japan	11/07/91	891276	11/30/93
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR103 - SIERRA	UK	05/07/91	2018818	05/18/92
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR104 - FLOOD (Premier)	Australia	11/06/91	115524	11/02/92
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR104 - FLOOD (Premier)	Benelux	11/05/91	22063-04	11/05/92
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR104 - FLOOD (Premier)	Canada	11/07/91	70477	04/21/92
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR104 - FLOOD (Premier)	France	11/05/91	916895	07/05/96
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR104 - FLOOD (Premier)	Germany	11/07/91	M 91 07 958.6	04/15/92
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR104 - FLOOD (Premier)	Italy	11/07/91	00061428	10/03/94
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR104 - FLOOD (Premier)	UK	05/07/91	2021582	09/21/92
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR104 - FLOOD (Premier)	UK	05/07/91	2018819	09/21/92
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR105 - Connector	Canada	08/07/92	2,075,606	04/23/96
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR105 - Connector	Mexico	08/07/92	180100	11/16/95
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR106 - Lens	Canada	08/07/92	2,075,532	02/27/96
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR106 - Lens	Mexico	08/07/92	177824	04/28/95
OUTDOOR KITCHEN GRILL (Brinkmann Backyard Kitchen)	Canada	03/16/01	4/12/2164	07/30/03
OUTDOOR KITCHEN GRILL (Brinkmann Backyard Kitchen)	Benelux	03/19/01	33465-00	02/21/02
OUTDOOR KITCHEN GRILL (Brinkmann Backyard Kitchen)	China	03/19/01	ZL 01301799.3 -	06/19/02
OUTDOOR KITCHEN GRILL (Brinkmann Backyard Kitchen)	France	03/16/01	0635733	11/28/01

Exhibit D
The Brinkmann Corporation
Foreign Patents

FOREIGN PATENTS	COUNTRY	FILING DATE	Ap./ Patent No.	ISSUE DATE
OUTDOOR KITCHEN GRILL (Brinkmann Backyard Kitchen)	Germany	03/19/01	40102689.2 -	05/07/01
OUTDOOR KITCHEN GRILL (Brinkmann Backyard Kitchen)	HK	03/16/01	110383.3 -1/7/04	08/16/02
OUTDOOR KITCHEN GRILL (Brinkmann Backyard Kitchen)	Japan	03/19/01	1129984S -	11/02/01
OUTDOOR KITCHEN GRILL (Brinkmann Backyard Kitchen)	Mexico	03/19/01	2/2/2338	01/23/04
OUTDOOR KITCHEN GRILL (Brinkmann Backyard Kitchen)	UK	03/16/01	2100337 - 1/7/04	11/01/01
SOLAR LIGHT (Solar Path Light)	Canada	09/27/05	112793	01/19/07
SOLAR LIGHT (Solar Path Light)	Germany	10/06/05	40505192.1	12/16/05
SOLAR POWERED OUTDOOR LIGHT (SOLAR MAX SL-2 and SL-3)	Canada (PCT)	08/10/90	2064801	01/02/01
SOLAR POWERED OUTDOOR LIGHT (SOLAR MAX SL-2 and SL-3)	France	07/06/89	276,475	04/25/90
SOLAR POWERED OUTDOOR LIGHT (SOLAR MAX SL-2 and SL-3)	Germany	07/24/89	M 89 05 222.6	01/31/90
SOLAR POWERED OUTDOOR LIGHT (SOLAR MAX SL-2 and SL-3)	Japan	07/27/89	0862064	11/27/92
SOLAR POWERED OUTDOOR LIGHT (SOLAR MAX SL-2 and SL-3)	UK	02/06/89	1061043	07/24/89
SOLAR RECHARGEABLE LIGHT (SL-2/SL-3)	PCT	8/10/1990	PCT/US90/ 04514	Pending
SOLAR SPOTLIGHT (Bullet Shaped)	Canada	07/13/07	121405	Pending
SOLAR SPOTLIGHT (Bullet Shaped)	China	08/06/07	200730452352.X	Pending
SOLAR-POWERED OUTDOOR LIGHT (Beveled Light)	Canada	07/13/07	121407	Pending
SOLAR-POWERED OUTDOOR LIGHT (Candle Lantern)	Canada	07/13/07	121406	Pending
SOLAR-POWERED OUTDOOR LIGHT (Candle Lantern)	China	08/06/07	200730152350.0	Pending
SOLAR-POWERED OUTDOOR LIGHT (Candle Lantern)	China	08/06/07	200730152350.0	Pending
SOLAR-POWERED OUTDOOR LIGHT (Heritage in Bronze)	Canada	07/13/07	121403	Pending
SOLAR-POWERED OUTDOOR LIGHT (Heritage in Bronze)	China	08/06/07	200730152349.8	Pending
SOLAR-POWERED OUTDOOR LIGHT (Patterned Lens)	Canada	06/13/07	121404	Pending
SOLAR-POWERED OUTDOOR LIGHT (Patterned Lens)	China	08/06/07	200730152347.9	Pending
SPOTLIGHT (Mini Q-Beam)	Benelux	12/02/99	31617-00	05/22/00
SPOTLIGHT (Mini Q-Beam)	Canada	12/03/99	91348	01/19/01
SPOTLIGHT (Mini Q-Beam)	China	12/03/99	ZL 99 340 195.3	09/30/00
SPOTLIGHT (Mini Q-Beam)	France	12/03/99	12/20/4630	12/03/99
SPOTLIGHT (Mini Q-Beam)	Germany	12/03/99	499 11 197.4	02/15/00
SPOTLIGHT (Mini Q-Beam)	HK	12/03/99	9911644.6	03/25/00
SPOTLIGHT (Mini Q-Beam)	Japan	12/03/99	6/13/4880	08/11/00
SPOTLIGHT (Mini Q-Beam)	Mexico	12/02/99	8/31/1935	10/10/01
SPOTLIGHT (Mini Q-Beam)	UK	12/03/99	4/6/7618	06/03/99
SWITCH FOR PORTABLE LIGHT SOURCE (Legend Tail Switch)	Australia	10/24/89	637019	09/24/93
SWITCH FOR PORTABLE LIGHT SOURCE (Legend Tail Switch)	Canada	10/24/89	5/25/7379	01/08/02
UNDERWATER LAMP HAVING WATERTIGHT ELECTRICAL	UK	07/05/90	2234342	07/15/92

EXHIBIT E

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