

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|----------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Assignment of Security Interests |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------------|----------|----------------|-----------------------|
| Lehman Commercial Paper Inc. | | 01/29/2009 | CORPORATION: NEW YORK |

RECEIVING PARTY DATA

| | |
|------------------------|----------------------------------|
| Name: | Deutsche Bank AG New York Branch |
| Street Address: | 60 Wall Street |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10005 |
| Entity Type: | COMPANY: GERMANY |

PROPERTY NUMBERS Total: 64

| Property Type | Number | Word Mark |
|----------------------|---------|--------------|
| Registration Number: | 2185219 | PLANET EARTH |
| Registration Number: | 3545177 | JT |
| Registration Number: | 3224257 | JT |
| Registration Number: | 2338080 | JT |
| Registration Number: | 2760997 | JT |
| Registration Number: | 1461945 | MARMOT |
| Registration Number: | 1462942 | MARMOT |
| Registration Number: | 2564989 | MARMOT |
| Registration Number: | 2756636 | MARMOT |
| Registration Number: | 0674119 | PENN |
| Registration Number: | 1009548 | PENN |
| Registration Number: | 1009216 | PENN |
| Registration Number: | 1011618 | R |
| Registration Number: | 1276246 | R |

OP \$1615.00 2185219

| | | |
|----------------------|----------|------------------------|
| Registration Number: | 799922 | RAWLINGS |
| Registration Number: | 802164 | RAWLINGS |
| Registration Number: | 1337914 | RAWLINGS |
| Registration Number: | 1252330 | RAWLINGS |
| Registration Number: | 412343 | RAWLINGS |
| Registration Number: | 1149932 | RAWLINGS |
| Registration Number: | 1147720 | RAWLINGS |
| Registration Number: | 1474756 | SHAKESPEARE |
| Registration Number: | 1502987 | SHAKESPEARE |
| Registration Number: | 1511029 | SHAKESPEARE |
| Registration Number: | 2213444 | SHAKESPEARE |
| Registration Number: | 2183050 | SHAKESPEARE |
| Registration Number: | 2211805 | SHAKESPEARE |
| Registration Number: | 2241288 | SHAKESPEARE |
| Registration Number: | 2242083 | SHAKESPEARE |
| Registration Number: | 2242084 | SHAKESPEARE |
| Registration Number: | 2241290 | SHAKESPEARE |
| Registration Number: | 2241287 | SHAKESPEARE |
| Registration Number: | 2490605 | SHAKESPEARE |
| Registration Number: | 3303602 | SHAKESPEARE |
| Registration Number: | 2831616 | SHAKESPEARE SINCE 1897 |
| Registration Number: | 359879 | SHAKESPEARE |
| Serial Number: | 78726253 | JT |
| Serial Number: | 78891490 | K2 |
| Serial Number: | 78651478 | K2 |
| Serial Number: | 74359920 | K2 |
| Serial Number: | 72452508 | K2 |
| Serial Number: | 73034945 | K2 |
| Serial Number: | 72452510 | K2 |
| Serial Number: | 72452509 | K2 |
| Serial Number: | 72185521 | K2 |
| Serial Number: | 74006498 | K2 |
| Serial Number: | 74162374 | K2 |
| Serial Number: | 78180512 | K2 |
| Serial Number: | 78227320 | K2 |

| | | |
|----------------|----------|-------------|
| Serial Number: | 78172114 | K2 |
| Serial Number: | 78637301 | K2 |
| Serial Number: | 78951329 | K2 |
| Serial Number: | 77023608 | K2 |
| Serial Number: | 77023617 | K2 |
| Serial Number: | 78336472 | K2 |
| Serial Number: | 78336462 | K2 |
| Serial Number: | 78336466 | K2 |
| Serial Number: | 78336469 | K2 |
| Serial Number: | 78336592 | K2 |
| Serial Number: | 78336476 | K2 |
| Serial Number: | 78336478 | K2 |
| Serial Number: | 78754290 | K2 |
| Serial Number: | 74310891 | RIDE |
| Serial Number: | 78909356 | SHAKESPEARE |

CORRESPONDENCE DATA

Fax Number: (212)354-8113
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2128198200
Email: fcutajar@whitecase.com
Correspondent Name: White & Case LLP
Address Line 1: 1155 Avenue of the Americas
Address Line 2: Patents & Trademarks
Address Line 4: New York, NEW YORK 10036

| | |
|-------------------------|----------------------|
| ATTORNEY DOCKET NUMBER: | 1104031-0488 |
| NAME OF SUBMITTER: | Frances B. Cutajar |
| Signature: | /Frances B. Cutajar/ |
| Date: | 01/21/2010 |

Total Attachments: 7
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ASSIGNMENT OF SECURITY INTERESTS IN PATENTS AND TRADEMARKS

THIS ASSIGNMENT OF SECURITY INTEREST (this "Assignment") dated as of January 29, 2009 is entered into by and between Lehman Commercial Paper Inc. ("Lehman") and Deutsche Bank AG New York Branch ("DB"). All capitalized terms used herein and not otherwise defined shall have the respective meanings provided such terms in the Credit Agreement referred to below.

WHEREAS, pursuant to the Credit Agreement, dated as of January 24, 2005 (as the same may be or may have been amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Jarden Corporation, (the "Borrower"), the Lenders and L/C Issuers party thereto and Lehman, serving as the "Administrative Agent" under the Credit Agreement; and

WHEREAS, the Lenders and L/C Issuers severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, Jarden Corporation, Loew-Cornell, LLC, The United States Playing Card Company, Lehigh Consumer Products LLC, The Coleman Company, Inc., Sunbeam Products, Inc., BRK Brands, Inc., Earth Products Inc., JT Sports LLC, K-2 Corporation, Marmot Mountain, LLC, Penn Fishing Tackle Mfg. Co., Pure Fishing, Inc., Rawlings Sporting Goods Company, Inc. and Shakespeare Company, LLC (collectively, the "Grantors") and Lehman, the Lenders, the L/C Issuers and other secured parties thereto (collectively, the "Secured Parties") were parties to a certain Pledge and Security Agreement, dated as of January 24, 2005, (as the same may be or may have been amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to that Security Agreement, Grantors were required to execute and deliver a Patent Security Agreement and a Trademark Security Agreement whereby the Grantors mortgaged, pledged, and hypothecated to Lehman and granted Lehman a security interest in certain patents and trademarks, including, without limitation, those listed on Schedule A attached hereto (the "Secured IP") for the benefit of the Secured Parties; and

WHEREAS, pursuant to that certain Amendment No. 10 to Credit Agreement and Amendment No. 4 to Pledge Agreement, dated as of January 29, 2009, DB shall replace Lehman as the Administrative Agent under the Credit Agreement and Security Agreement and therefore shall require all of Lehman's right, title and interest, in or to, the Secured IP in order to hold collateral security for the full, prompt, and complete payment and performance of the Secured Obligations of the Grantors, as set forth in the Credit Agreement and Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lehman hereby gives notice of its grant, conveyance, and assignment, on an exclusive basis, to DB, its successors, legal representatives, and assigns, of all Lehman's right, title and interest in and to the Secured IP, including, without limitation, all liens and security interests, and to any renewals and/or extensions thereof, for all territories of the world in perpetuity, as well as any products and proceeds thereof, including all goodwill, income, royalties, and damages now and hereafter due or payable to Lehman, for past, present, or future

infringements and misappropriations, as well as all rights to sue for such infringements or misappropriations, and all rights corresponding to any of the above throughout the world.

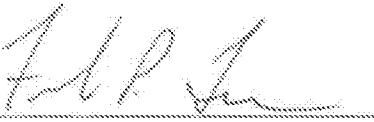
Lehman as Existing Agent (the "Existing Agent") hereby transfers, conveys, and assigns, to the DB as Successor Agent, its successors, legal representatives, and assigns, all of the Existing Agent's right, title, and interest as Administrative Agent under the Credit Agreement in and to the Secured IP, recorded with the United States Patent and Trademark Office at the Reel and Frame numbers noted below, including without limitation all Liens and security interests, and any renewals and/or extensions thereof, for all territories of the world in perpetuity, as well as any products and proceeds thereof, including all income, royalties, and damages now and hereafter due and/or payable to the Existing Agent, for past, present, and future infringements and misappropriations, as well as all rights to sue for such infringements and misappropriations, and all rights corresponding to any of the above throughout the world.

| Trademark Reel/Frame Numbers | Date of Recordation |
|------------------------------|---------------------|
| 3701/0460 | 1-22-08 |

IN WITNESS WHEREOF the undersigned has executed this assignment by its duly authorized officer and its seal affixed hereto as of this 29 day of January, 2009.

ASSIGNOR

LEHMAN COMMERCIAL PAPER INC.

By: 

Name: Frank P. Turner

Title: Authorized Signatory

IN WITNESS WHEREOF the undersigned has executed this assignment by its duly authorized officer and its seal affixed hereto as of this 28 day of January, 2009.

ASSIGNEE

DEUTSCHE BANK AG
acting through its New York Branch

By: *Scotty Lindsey*
Title: Scotty Lindsey
Director
Date: 1/28/09

Erin Morrissey
ERIN MORRISSEY
VICE PRESIDENT

TRADEMARKS

EARTH PRODUCTS INC.

| <u>Mark</u> | <u>Registration No.</u> | <u>Date</u> | <u>Reel & Frame</u> | <u>Date</u> |
|--------------|-------------------------|-------------|-------------------------|-------------|
| PLANET EARTH | 2,185,219 | 01-Sep-2008 | 3701/0460 | 1-22-08 |

JT SPORTS LLC

| <u>Mark</u> | <u>Registration No.</u> | <u>Reel & Frame</u> | <u>Date</u> |
|-------------|-------------------------------|-------------------------|-------------|
| JT | 3,545,177 | 3701/0460 | 1-22-08 |
| JT | Application No. 78/726,253 | 3701/0460 | 1-22-08 |
| JT | 3,224,257 | 3701/0460 | 1-22-08 |
| JT | 2,338,080 | 3701/0460 | 1-22-08 |
| JT | 2,760,997 | 3701/0460 | 1-22-08 |

K-2 CORPORATION

| <u>Mark</u> | <u>Application No.</u> | <u>Reel & Frame</u> | <u>Date</u> |
|-------------------------|------------------------|-------------------------|-------------|
| K2 | 78/891,490 | 3701/0460 | 1-22-08 |
| K2 | 78/651,478 | 3701/0460 | 1-22-08 |
| K2 | 74/359,920 | 3701/0460 | 1-22-08 |
| K2 | 72/452,508 | 3701/0460 | 1-22-08 |
| K2 | 73/034,945 | 3701/0460 | 1-22-08 |
| K2 | 72/452,510 | 3701/0460 | 1-22-08 |
| K2 | 72/452,509 | 3701/0460 | 1-22-08 |
| K2 | 72/185,521 | 3701/0460 | 1-22-08 |
| K2 | 74/006,498 | 3701/0460 | 1-22-08 |
| K2 | 74/162,374 | 3701/0460 | 1-22-08 |
| K2 | 78/180,512 | 3701/0460 | 1-22-08 |
| K2 | 78/227,320 | 3701/0460 | 1-22-08 |
| K2 | 78/172,114 | 3701/0460 | 1-22-08 |
| K2 and Design (PRIMARY) | 78/637,301 | 3701/0460 | 1-22-08 |
| K2 and Design (PRIMARY) | 78/951,329 | 3701/0460 | 1-22-08 |
| K2 and Design (PRIMARY) | 77/023,608 | 3701/0460 | 1-22-08 |
| K2 and Design (PRIMARY) | 77/023,617 | 3701/0460 | 1-22-08 |
| K2 and Design (PRIMARY) | 78/336,472 | 3701/0460 | 1-22-08 |
| K2 and Design (PRIMARY) | 78/336,462 | 3701/0460 | 1-22-08 |
| K2 and Design (PRIMARY) | 78/336,466 | 3701/0460 | 1-22-08 |
| K2 and Design (PRIMARY) | 78/336,469 | 3701/0460 | 1-22-08 |
| K2 and Design (PRIMARY) | 78/336,592 | 3701/0460 | 1-22-08 |
| K2 and Design (PRIMARY) | 78/336,476 | 3701/0460 | 1-22-08 |
| K2 and Design (PRIMARY) | 78/336,478 | 3701/0460 | 1-22-08 |

| <u>Mark</u> | <u>Application No.</u> | <u>Reel & Frame</u> | <u>Date</u> |
|-------------------------|------------------------|-------------------------|-------------|
| K2 and Design (Primary) | 78/754,290 | 3701/0460 | 1-22-08 |
| RIDE | 74/310,891 | 3701/0460 | 1-22-08 |

MARMOT MOUNTAIN, LLC

| <u>Mark</u> | <u>Serial No.</u> | <u>Date</u> | <u>Registration No.</u> | <u>Reel & Frame</u> | <u>Date</u> |
|-------------|-------------------|-------------|-------------------------|-------------------------|-------------|
| MARMOT | 73-651731 | 10/20/87 | 1461945 | 3701/0460 | 1-22-08 |
| MARMOT | 73-651732 | 10/27/87 | 1462942 | 3701/0460 | 1-22-08 |
| MARMOT | 76-029155 | 4/20/02 | 2564989 | 3701/0460 | 1-22-08 |
| MARMOT | 76-029157 | 4/26/03 | 2756636 | 3701/0460 | 1-22-08 |

PENN FISHING TACKLE MFG. CO

| <u>Mark</u> | <u>Serial No.</u> | <u>Registration No.</u> | <u>Reel & Frame</u> | <u>Date</u> |
|-------------|-------------------|-------------------------|-------------------------|-------------|
| PENN | 72-048047 | 0674119 | 3701/0460 | 1-22-08 |
| PENN | 014599 | 1009548 | 3701/0460 | 1-22-08 |
| PENN | 020632 | 1009216 | 3701/0460 | 1-22-08 |

RAWLINGS SPORTING GOODS COMPANY, INC.

| <u>Mark</u> | <u>Serial No.</u> | <u>Registration No.</u> | <u>Reel & Frame</u> | <u>Date</u> |
|---------------------|-------------------|-------------------------|-------------------------|-------------|
| R and Design | 73/021,835 | 1011618 | 3701/0460 | 1-22-08 |
| R and Design | 73/349,745 | 1276246 | 3701/0460 | 1-22-08 |
| RAWLINGS | 72/209,535 | 799922 | 3701/0460 | 1-22-08 |
| RAWLINGS | 72/209,302 | 802164 | 3701/0460 | 1-22-08 |
| RAWLINGS and Design | 73/473,350 | 1337914 | 3701/0460 | 1-22-08 |
| RAWLINGS and Design | 73/349,747 | 1252330 | 3701/0460 | 1-22-08 |
| RAWLINGS and Design | 71/475,586 | 412343 | 3701/0460 | 1-22-08 |
| RAWLINGS and Design | 73/179,339 | 1149932 | 3701/0460 | 1-22-08 |
| RAWLINGS and Design | 73/179,337 | 1147720 | 3701/0460 | 1-22-08 |

SHAKESPEARE COMPANY, LLC

| <u>Mark</u> | <u>Serial No.</u> | <u>Registration No.</u> | <u>Reel & Frame</u> | <u>Date</u> |
|-------------|-------------------|-------------------------|-------------------------|-------------|
| SHAKESPEARE | 73/669,117 | 1,474,756 | 3701/0460 | 1-22-08 |
| SHAKESPEARE | 73/682,191 | 1,502,987 | 3701/0460 | 1-22-08 |
| SHAKESPEARE | 73/669,302 | 1,511,029 | 3701/0460 | 1-22-08 |
| SHAKESPEARE | 75/292,765 | 2,213,444 | 3701/0460 | 1-22-08 |
| SHAKESPEARE | 75/314,167 | 2,183,050 | 3701/0460 | 1-22-08 |
| SHAKESPEARE | 75/291,725 | 2,211,805 | 3701/0460 | 1-22-08 |
| SHAKESPEARE | 75/360,904 | 2,241,288 | 3701/0460 | 1-22-08 |
| SHAKESPEARE | 75/361,075 | 2,242,083 | 3701/0460 | 1-22-08 |

| <u>Mark</u> | <u>Serial No.</u> | <u>Registration No.</u> | <u>Reel & Frame</u> | <u>Date</u> |
|--------------------------------------|-------------------|-------------------------|-------------------------|-------------|
| SHAKESPEARE | 75/361,085 | 2,242,084 | 3701/0460 | 1-22-08 |
| SHAKESPEARE | 75/361,065 | 2,241,290 | 3701/0460 | 1-22-08 |
| SHAKESPEARE | 75/360,900 | 2,241,287 | 3701/0460 | 1-22-08 |
| SHAKESPEARE | 75/122,915 | 2,490,605 | 3701/0460 | 1-22-08 |
| SHAKESPEARE | 78/586,346 | 3,303,602 | 3701/0460 | 1-22-08 |
| SHAKESPEARE | 78/909,356 | | 3701/0460 | 1-22-08 |
| SHAKESPEARE & DESIGN 1897 (COLOR) | 76/507,204 | 2,831,616 | 3701/0460 | 1-22-08 |
| SHAKESPEARE (STYLIZED) | 71/406,155 | 359,879 | 3701/0460 | 1-22-08 |