

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Canadian Imperial Bank of Commerce		01/29/2009	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Lehman Commercial Paper Inc.		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0858325	OSTER	
CORRESPONDENCE DATA			
Fax Number:	(212)354-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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/		

OP \$40.00 0858325

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**TRADEMARK
 REEL: 004167 FRAME: 0200**

Date:

03/15/2010

Total Attachments: 5

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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 Canadian Imperial Bank of Commerce ("CIBC") and Lehman Commercial Paper Inc. ("Lehman"). 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 CIBC, 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. and BRK Brands, Inc. (collectively, the "Grantors") and CIBC, 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 CIBC and granted CIBC 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. 7 to Credit Agreement and Amendment No. 3 to Pledge Agreement, dated as of February 13, 2007, Lehman shall replace CIBC as the Administrative Agent under the Credit Agreement and Security Agreement and therefore shall require all of CIBC'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, CIBC hereby gives notice of its grant, conveyance, and assignment, on an exclusive basis, to Lehman, its successors, legal representatives, and assigns, of all CIBC'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 CIBC, 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.

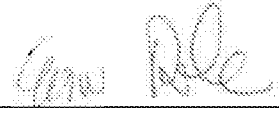
CIBC as Existing Agent (the "Existing Agent") hereby transfers, conveys, and assigns, to the Lehman as Successor Agent, its successors, legal representatives, and assigns, all of the Existing Agent's right, title, and interest as Administrative Agent under the Credit Agreement in and to the Secured IP, 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
3021/0770	2/3/05

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

CANADIAN IMPERIAL BANK OF COMMERCE

By: 

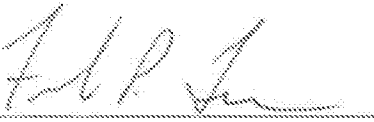
Name: Eow Roche

Title: Executive Director

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

Schedule A

Trademark

SUNBEAM PRODUCTS, INC.

OSTER	72297329	858325	Registered	US
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