

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Coleman Company, Inc.		05/31/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Barclays Bank PLC
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Public Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3138437	COLEMAN
Registration Number:	1829448	COLEMAN
Registration Number:	1556911	COLEMAN
Registration Number:	0840367	COLEMAN
Registration Number:	0995200	COLEMAN
Registration Number:	0973159	COLEMAN
Registration Number:	1972518	COLEMAN
Registration Number:	1736616	COLEMAN
Registration Number:	3090397	COLEMAN
Registration Number:	3082878	COLEMAN
Registration Number:	2054207	COLEMAN

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900194832

**TRADEMARK
 REEL: 004565 FRAME: 0146**

OP \$290.00 3138437

Phone: 714-540-1235
Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	039269-0174
NAME OF SUBMITTER:	Anna T Kwan
Signature:	/atk/
Date:	06/16/2011

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 31, 2011, by each of the entities listed on the signature pages hereof (each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of Barclays Bank PLC, as administrative agent and collateral agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 31, 2011 (as the same may be amended, restated, extended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among JARDEN CORPORATION (the “**US Borrower**”), Jarden Lux Holdings S.à r.l., a private limited liability company (société à responsabilité limitée) incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 560A, rue de Neudorf, L-2220 Luxembourg, registered with the Luxembourg Trade and Companies Register under number B 152.067, having a share capital of EUR 35,000, Jarden Lux S.à r.l., a private limited liability company (société à responsabilité limitée) incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 560A, rue de Neudorf, L-2220 Luxembourg, registered with the Luxembourg Trade and Companies Register under number B 152.079, having a share capital of EUR 17,500 and Jarden Lux Finco S.à r.l., a private limited liability company (société à responsabilité limitée) incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 560A, rue de Neudorf, L-2220 Luxembourg, registered with the Luxembourg Trade and Companies Register under number B 152.080, having a share capital of EUR 12,500 (collectively, the “**Luxembourg Borrower**” and, together with the US Borrower, the “**Borrowers**”), the Lenders and L/C Issuers party thereto, and the Administrative Agent;

WHEREAS, the Grantors are party to the Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, all the Grantors are party to a Pledge and Security Agreement, dated as of March 31, 2011, in favor of the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement, as the case may be.

Section 2. Grant of Security Interest in Trademark Collateral

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "**Trademark Collateral**"):

- (a) all of its Trademarks referred to on *Schedule I* hereto;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (c) all Proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Section 3. Security Agreement


The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

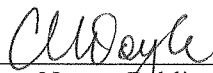
SUNBEAM PRODUCTS, INC.
THE COLEMAN COMPANY, INC.
PURE FISHING, INC.
K-2 CORPORATION
RAWLINGS SPORTING GOODS COMPANY, INC.

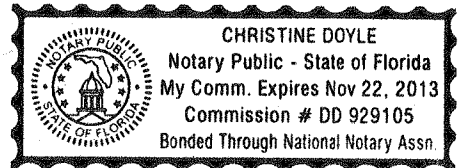
By: 
Name: John E. Capps
Title: Vice President

ACKNOWLEDGMENT OF GRANTORS

STATE OF FLORIDA)
) ss.
COUNTY OF PALM BEACH)

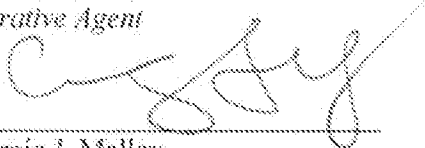
On this 31st day of March, 2011 before me personally appeared John E. Capps, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of SUNBEAM PRODUCTS, INC., THE COLEMAN COMPANY, INC., PURE FISHING, INC., K-2 CORPORATION and RAWLINGS SPORTING GOODS COMPANY, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporations, that the said instrument was signed on behalf of said corporations as authorized by the Board of Directors of each and that he acknowledged said instrument to be the free act and deed of said corporations.


Notary Public



ACCEPTED AND AGREED
as of the date first above written:

BARCLAYS BANK PLC,
as Administrative Agent

By: 
Name: Craig J. Malloy
Title: Director

Schedule I
to
Trademark Security Agreement

A. REGISTERED TRADEMARKS

The Coleman Company, Inc.

Mark	Country	Application #	File Date	Reg Date	Registration #	Status	Class
COLEMAN	US	78/650,916	6/15/2005	9/5/2006	3,138,437	REGISTERED	35
COLEMAN	US	74/404,065	6/21/1993	4/5/1994	1,829,448	REGISTERED	21
COLEMAN	US	73/733,122	6/8/1988	9/19/1989	1,556,911	REGISTERED	25, 26
COLEMAN	US	72/256,271	10/12/1966	12/12/1967	840,367	REGISTERED	20, 22
COLEMAN	US	72/431,457	8/2/1972	10/8/1974	995,200	REGISTERED	9
COLEMAN	US	72/406,422	11/1/1971	11/20/1973	973,159	REGISTERED	12, 18, 20
COLEMAN	US	74/618,642	1/6/1995	5/7/1996	1,972,518	REGISTERED	11
COLEMAN	US	74/175,605	6/13/1991	12/1/1992	1,736,616	REGISTERED	20
COLEMAN & Design	US	78/650,924	6/15/2005	5/9/2006	3,090,397	REGISTERED	35
COLEMAN & Design	US	78/685,024	8/3/2005	4/18/2006	3,082,878	REGISTERED	20, 28
COLEMAN & Design	US	75/000,624	10/2/1995	4/22/1997	2,054,207	REGISTERED	3, 4, 6, 7, 9, 11, 12, 18, 20, 21, 22, 25

Sunbeam Products, Inc .

Mark	Country	Application #	File Date	Reg Date	Registration #	Status	Class
FOODSAVER	US	73/590,628	3/31/1986	12/30/1986	1,422,539	REGISTERED	7
FOODSAVER	US	76/282,699	7/9/2001	8/6/2002	2,604,432	REGISTERED	7,16,20,21
FOODSAVER	US	76/091,453	7/18/2000	9/24/2002	2,623,116	REGISTERED	16,20,21
FOODSAVER	US	76/273,810	6/20/2001	3/12/2002	2,547,293	REGISTERED	7
MR. COFFEE	US	73/022,114	5/22/1974	8/26/1975	1,018,778	REGISTERED	11
MR. COFFEE	US	74/546,915	6/27/1994	8/29/1995	1,914,763	REGISTERED	11
MR. COFFEE & DESIGN	US	75/767,549	8/3/1999	1/23/2001	2,422,947	REGISTERED	7, 11, 21, 16
OSTER	US	73/316,392	6/25/1981	6/22/1982	1,198,487	REGISTERED	7
OSTER	US	72/297,833	5/10/1968	10/29/1968	859,247	REGISTERED	7
OSTER	US	72/297,330	5/10/1968	11/12/1968	860,036	REGISTERED	7, 8
OSTER & Design	US	75/415,424	1/2/1998	11/23/1999	2,294,005	REGISTERED	3, 5, 11, 21, 37
SUNBEAM	US	74/643,186	3/7/1995	3/5/1996	1,960,127	REGISTERED	10
SUNBEAM	US	71/697,045	10/24/1955	5/29/1956	627,683	REGISTERED	7
SUNBEAM & Design	US	71/441,695	3/19/1941	9/9/1941	390,181	REGISTERED	21
SUNBEAM & Design	US	71/595,691	4/13/1950	3/13/1951	539,425	REGISTERED	11
SUNBEAM & Design	US	71/590,528	1/7/1950	12/12/1950	534,785	REGISTERED	11
SUNBEAM & Design	US	75/479,650	5/5/1998	3/20/2001	2,436,123	REGISTERED	7, 9, 10, 11, 37
SUNBEAM & Design	US	71/307,133	10/24/1930	2/24/1931	0280756	REGISTERED	11

K-2 Corporation

Mark	Country	Application #	File Date	Reg Date	Registration #	Status	Class
K2	US	74/162,374	4/30/1991	1/5/1993	1,744,540	REGISTERED	18,25,28
K2	US	72/452,508	3/26/1973	4/22/1975	1,009,280	REGISTERED	18
K2	US	72/452,509	3/26/1973	12/23/1975	1,028,210	REGISTERED	28
K2	US	72/185,521	1/28/1964	12/15/1964	781,708	REGISTERED	28
K2	US	74/359,920	2/17/1993	5/14/1996	1,973,864	REGISTERED	9,25,28
K2 and Design	US	78/336,625	12/4/2003	5/23/2006	3,096,397	REGISTERED	28
K2 and Design	US	78/336,602	12/4/2003	3/14/2006	3,069,071	REGISTERED	18,25,28

K2 and Design	US	75/307,757	6/12/1997	12/15/1998	2,210,414	REGISTERED	28
K2 and Design	US	72/452,512	3/26/1973	7/1/1975	1,014,930	REGISTERED	28
K2 and Design	US	78/336,476	12/4/2003	5/23/2006	3,096,393	REGISTERED	28
K2 and Design	US	78/336,592	12/4/2003	3/14/2006	3,069,070	REGISTERED	18,25,28
K2 and Design	US	72/452,511	3/26/1973	7/1/1975	1,014,929	REGISTERED	25,28
K2 and Design	US	74/359,921	2/17/1993	5/7/1996	1,973,187	REGISTERED	9,25,28
K2 and Design	US	74/162,443	4/30/1991	12/1/1992	1,736,575	REGISTERED	18,25,28

Pure Fishing, Inc.

Mark	Country	Application #	File Date	Reg Date	Registration #	Status	Class
BERKLEY	US	75/679,563	4/9/1999	3/20/2001	2,436,312	REGISTERED	7,8,9,11,25,26,28,35
BERKLEY and Design	US	77/234,685	7/20/2007	12/29/2009	3,731,852	REGISTERED	7,8,9, 25,26,28,36

Rawlings Sporting Goods Company, Inc.

Mark	Country	Application #	File Date	Reg Date	Registration #	Status	Class
RAWLINGS	US	72/209,535	1/7/1965	12/7/1965	0,799,922	REGISTERED	25
RAWLINGS	US	72/209,302	1/4/1965	1/18/1966	0,802,164	REGISTERED	28
RAWLINGS & Design	US	73/179,337	7/24/1978	2/24/1981	1,147,720	REGISTERED	25
RAWLINGS & Design	US	71/475,586	10/21/1944	2/27/1945	0,412,343	REGISTERED	28
RAWLINGS & Design	US	73/349,747	2/10/1982	9/27/1983	1,252,330	REGISTERED	25
RAWLINGS & Design	US	73/473,350	4/2/1984	5/28/1985	1,337,914	REGISTERED	18
RAWLINGS & Design	US	73/179,339	7/24/1978	3/31/1981	1,149,932	REGISTERED	28