# OP \$965.00 Z001900

# TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interests (Releases RF 4299/0198 and predecessors)

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC		108/04/2011 1	Public Limited Company: UNITED KINGDOM

# RECEIVING PARTY DATA

Name:	The Coleman Company, Inc.
Street Address:	3600 N. Hydraulic
City:	Wichita
State/Country:	KANSAS
Postal Code:	67219
Entity Type:	CORPORATION: DELAWARE

# PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	2001900	COLEMAN
Registration Number:	2938815	COLEMAN
Registration Number:	2944893	COLEMAN
Registration Number:	3066650	COLEMAN
Registration Number:	3345002	COLEMAN
Registration Number:	3066651	COLEMAN
Registration Number:	3146249	COLEMAN
Registration Number:	3146250	COLEMAN
Registration Number:	3349283	COLEMAN
Registration Number:	2965056	COLEMAN
Registration Number:	2965057	COLEMAN
Registration Number:	3101640	COLEMAN
Registration Number:	2296615	CAMP COLEMAN
		TRADEMARK

REEL: 004609 FRAME: 0025

Registration Number:	1552522	COLEMAN
Registration Number:	1977284	COLEMAN
Registration Number:	2157201	COLEMAN
Registration Number:	2155240	COLEMAN
Registration Number:	2221913	COLEMAN
Registration Number:	2221914	COLEMAN
Registration Number:	2522997	COLEMAN
Registration Number:	2462419	COLEMAN
Registration Number:	2713895	COLEMAN
Registration Number:	2713896	COLEMAN
Registration Number:	0541687	COLEMAN
Registration Number:	0865555	COLEMAN
Registration Number:	0862566	COLEMAN
Registration Number:	0972133	COLEMAN
Registration Number:	0993702	COLEMAN
Registration Number:	1021408	COLEMAN
Registration Number:	1021409	COLEMAN
Registration Number:	1097378	COLEMAN
Registration Number:	1588965	COLEMAN
Registration Number:	1563048	COLEMAN
Registration Number:	1645108	COLEMAN
Registration Number:	1690209	COLEMAN
Registration Number:	1822037	COLEMAN
Registration Number:	1756681	COLEMAN
Registration Number:	1425506	COLEMAN

### CORRESPONDENCE DATA

Fax Number: (714)755-8290

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

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
	I KADENIAKK

**REEL: 004609 FRAME: 0026** 

	/atk/
Date:	08/19/2011
Total Attachments: 5 source=TM Release - The Coleman Compa	ny (1188561)#page2.tif ny (1188561)#page3.tif ny (1188561)#page4.tif

### TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE (this "Trademark Release") is made as of August 4, 2011 from BARCLAYS BANK PLC ("Barclays"), as agent for the Secured Parties (as defined in the Credit Agreement referred to below) to The Coleman Company, Inc. (together with its permitted successors and assigns, the "Grantor"). Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement (each as defined below) and used herein have the meaning given to them in the Credit Agreement or the Security Agreement, as the case may be.

WHEREAS, pursuant to the Credit Agreement, dated as of January 24, 2005 (as the same may be or may have been amended, restated or amended and 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 Canadian Imperial Bank of Commerce ("CIBC"), serving as the "Administrative Agent," the Lenders and the L/C Issuers severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is party to a Pledge and Security Agreement, dated as of January 24, 2005, in favor of the Administrative Agent (as the same may be or may have been amended, restated or amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement);

WHEREAS, in connection with the Security Agreement, the Grantor executed that certain Trademark Security Agreement, dated January 24, 2005 (as the same may be or may have been amended, restated or amended and restated, supplemented or otherwise modified from time to time, the "<u>Trademark Security Agreement</u>") pursuant to which the Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 3021 and Frame 0770 on February 3, 2005;

WHEREAS, pursuant to certain amendments to the Credit Agreement and the Security Agreement, (i) CIBC was replaced by Lehman Commercial Paper Inc. ("Lehman") as Administrative Agent under the Credit Agreement and the Security Agreement, (ii) Lehman was subsequently replaced by Deutsche Bank ("DB") as Administrative Agent under the Credit Agreement and the Security Agreement, and (iii) DB was subsequently replaced by Barclays as Administrative Agent under the Credit Agreement and the Security Agreement, and consequently Barclays acquired all of the Administrative Agent's right, title and interest in the Trademark Collateral;

WHEREAS, the assignments of the security interest in the Trademark Collateral from CIBC to Lehman, from Lehman to DB, and from DB to Barclays, respectively, were recorded with the United States Patent and Trademark Office at Reel 4135 and Frame 0355 on January 21, 2010, Reel 4138 and Frame 0803 on January 27, 2010, and Reel 4299 and Frame 0198 on October 19, 2010; and

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- WHEREAS, Barclays, as Administrative Agent, now desires to terminate and release the entirety of its security interest in the Trademark Collateral.
- NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Trademark Release, Barclays, as Administrative Agent, and the Grantor hereby agree as follows:
- <u>SECTION 1</u>. <u>Trademark Collateral</u>. The term "<u>Trademark Collateral</u>," as used herein, shall mean:
- (a) all of the Grantor's Trademarks and Trademark Licenses to which the Grantor is a party, referred to on <u>Schedule I</u> 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 the Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.
- <u>SECTION 2</u>. <u>Release of Security Interest</u>. Barclays, as Administrative Agent, hereby terminates, releases and discharges its security interest in the Trademark Collateral.
- <u>SECTION 3</u>. <u>Recordation</u>. Barclays, as Administrative Agent, authorizes the recordation of this Trademark Release with the United States Patent and Trademark Office and any other applicable registry.
- <u>SECTION 4</u>. <u>Applicable Law</u>. This Trademark Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the undersigned has executed this Trademark Release by its duly authorized officer as of the date first above written.

BARCLAYS BANK PLC,

as Administrative Agent

By: \_\_\_\_

Craig J. Malloy

Title: Director

TRADEMARK RELEASE (THE COLEMAN COMPANY, INC.)

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SCHEDULE I

# TRADEMARK COLLATERAL

<u>Mark</u>	Serial No.	Registration No.	Status
COLEMAN	74-613818	2001900	Registered
COLEMAN	78-194648	2938815	Registered
COLEMAN	78-202195	2944893	Registered
COLEMAN	78-345432	3066650	Registered
COLEMAN	78-345442	3345002	Registered
COLEMAN	78-345465	3066651	Registered
COLEMAN	78-345473	3146249	Registered
COLEMAN	78-345477	3146250	Registered
COLEMAN	78-345481	3349283	Registered
COLEMAN	78-345935	2965056	Registered
COLEMAN	78-345956	2965057	Registered
COLEMAN	78-366512	3101640	Registered
CAMP COLEMAN	75-356396	2296615	Registered
COLEMAN	73-768240	1552522	Registered
COLEMAN	74-548252	1977284	Registered
COLEMAN	75-000621	2157201	Registered
COLEMAN	75-011070	2155240	Registered
COLEMAN	75-090280	2221913	Registered
COLEMAN	75-090282	2221914	Registered
COLEMAN	75-526282	2522997	Registered
COLEMAN	75-652458	2462419	Registered
COLEMAN	75-917374	2713895	Registered
COLEMAN	75-917380	2713896	Registered
COLEMAN	71-565688	541687	Registered
COLEMAN	72-262737	865555	Registered
COLEMAN	72-262738	862566	Registered
COLEMAN	72-406423	972133	Registered
COLEMAN	72-431536	993702	Registered
COLEMAN	73-035331	1021408	Registered

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<u>Mark</u>	Serial No.	Registration No.	Status
COLEMAN	73-035332	1021409	Registered
COLEMAN	73-153490	1097378	Registered
COLEMAN	73-741438	1588965	Registered
COLEMAN	73-767355	1563048	Registered
COLEMAN	74-074294	1645108	Registered
COLEMAN	74-176053	1690209	Registered
COLEMAN	74-243091	1822037	Registered
COLEMAN	74-285299	1756681	Registered
COLEMAN	73-568934	1425506	Registered

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**RECORDED: 08/19/2011**