

10-12-2000

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10-12-00  
Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **SUNBEAM PRODUCTS, INC.**

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State (DE)
- Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):

Name: First Union National Bank, as Administrative Agent

Internal Address: \_\_\_\_\_

Street Address: 301 South College Street

City: Charlotte State: NC ZIP: 28288

Individual(s) citizenship \_\_\_\_\_

Association \_\_\_\_\_

General Partnership \_\_\_\_\_

Limited Partnership \_\_\_\_\_

Corporation-State \_\_\_\_\_

Other National banking association

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Conditional Assignment of and Security Interest in Trademark Rights

Execution Date: October 5, 2000

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) **See Attached Schedule A**

B. Trademark Registration No.(s) **See Attached Schedule A**

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kristopher E. Ahrend, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 76

7. Total fee (37 CFR 3.41): ..... \$2,035.00

- Enclosed (Regular Fee + Expedited Fee)
- Authorized to be charged to deposit account

8. Deposit account number:

(Attached duplicate copy of this page if paying by deposit account)

**DO NOT USE THIS SPACE**

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Kristopher E. Ahrend, Esq.

Name of Person Signing

Signature

10/11/00

Date

10/13/2000 DNGUYEN 00000017 1805219

Total number of pages comprising cover sheet: 15

01 FC:481 40.00 DP  
02 FC:482 1875.00 DP  
03 FC:484 120.00 DP

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks, Box Assignments  
Washington, D.C. 20231

**TRADEMARK**  
**REEL: 002125 FRAME: 0833**

## SCHEDULE A

### U.S. Trademark Registrations and Applications

<u>Name of Trademark</u>	<u>Registration No.</u>	<u>Application No.</u>
ACCEL	1,805,219	
ACCESSORY CAFE	2,119,967	
BREEZE		75/806,145
COCOMOTION	2,243,527	
COMPANION		75/712,442
CONNECTIONS		75/809,531
COOL COLORS	2,368,079	
DETAILS	2,006,577	
ELITE		75/802,352
EXPRESSBAKE		75/621,141
FAST FEED		75/840,937
FILTEX	769,156	
GOLD LINE		75/843,698
GOLD TOAST		75/809,532
GRILLMASTER		75/576,299
GRILLMASTER		75/593,464
GRILL SMART		75/610,535
HEALTHY CHEF		75/610,816
MAGNI-READ	2,368,837	
MOTION SMART		75/806,146
MR. COFFEE	1,018,778	

<u>Name of Trademark</u>	<u>Registration No.</u>	<u>Application No.</u>
MR. COFFEE	1,875,877	
MR. COFFEE	1,142,407	
MR. COFFEE	1,914,763	
MR. COFFEE	2,112,586	
MR. COFFEE	1,089,737	
MR. COFFEE	1,343,074	
MR. COFFEE	1,651,275	
MR. COFFEE		75/811,409
MR. COFFEE AND DESIGN		75/767,549
MR. COFFEE CONCEPTS	1,900,251	
MR. DECANTER	2,267,524	
MS. STIR	2,143,785	
ONE PASS		75/821,272
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OSTER	860,036	
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OSTER	885,780	
OSTER	886,898	
OSTER	930,801	

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OSTER	1,181,752	
OSTER	891,956	
OSTER	368,541	
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OSTER AMBASSADOR		75/802,665
OSTER DIRECT		75/840,921
OSTERIZER	872,907	
PAWFORMANCE		75/802,664
PELOUZE		75/821,271
POWER PRO		75/840,932
PRECIOUS METALS	2,154,098	
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QUICK BREW	1,679,946	
SAFETY GLIDE		75/805,785
SPEEDBREW	2,293,050	
SUNBEAM		75/837,497
SUNBEAM	1,755,142	
SUNBEAM		75/652,459
SUNBEAM		75/499,737
SUNBEAM	2,047,124	
SUNBEAM	2,142,500	

<u>Name of Trademark</u>	<u>Registration No.</u>	<u>Application No.</u>
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SUNBEAM	663,796	
SUNBEAM	934,033	
SUNBEAM	145,335	
SUNBEAM	2,226,627	
SUNBEAM		75/796,883
SUNBEAM and Design		75/479,650
THE DOCTOR'S SCALE		75/724,055
TIP-RESISTANT		75/805,786
TOUCH & GO		75/805,787

**CONDITIONAL ASSIGNMENT OF AND  
SECURITY INTEREST IN TRADEMARK RIGHTS**

THIS CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN TRADEMARK RIGHTS ("Conditional Assignment"), dated as of August \_\_, 2000 is made by Sunbeam Products, Inc., a Delaware corporation (the "Grantor"), in favor of First Union National Bank, as Administrative Agent ("the Grantee") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of March 30, 1998 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Sunbeam Corporation (the "Parent"); the Subsidiary Borrowers referred to therein; the Lenders; Morgan Stanley Senior Funding, Inc., as Syndication Agent; Bank of America National Trust and Savings Association, as Documentation Agent; and the Grantee.

**WITNESSETH:**

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Parent and the Subsidiary Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered a Subsidiary Security Agreement, dated as of July 10, 1998, in favor of the Grantee (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantors have pledged and granted to the Grantee for the benefit of the Grantee and the Lenders a continuing security interest in the Trademarks, Patents, and Copyrights;

WHEREAS, in connection with the Credit Agreement, the Grantor has also executed and delivered a Trademark Security Agreement, dated as of July 10, 1998, in favor of the Grantee (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Trademark Security Agreement"), pursuant to which the Grantors specifically have pledged a continuing security interest the Trademarks;

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Conditional Assignment;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Parent and the Subsidiary Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Grantee and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Conditional Assignment, including its preamble and

recitals, have the meanings provided or provided by reference in the Credit Agreement, the Security Agreement, and the Trademark Security Agreement.

**SECTION 2. Conditional Assignment and Grant of Security Interest.** The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Grantee for the benefit of the Grantee and the Lenders to secure payment, performance and observance of the Obligations.


**SECTION 3. Purpose.** This Conditional Assignment has been executed and delivered by the Grantor for the purpose of recording the conditional assignment and grant of security interest herein with the United States Patent and Trademark Office. The conditional assignment and security interest granted hereby has been granted to the Lenders in connection with the Security Agreement and the Trademark Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement and the Trademark Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

**SECTION 4. Acknowledgment.** The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement, the Security Agreement, and the Trademark Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

**SECTION 5. Counterparts.** This Conditional Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Conditional Assignment to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SUNBEAM PRODUCTS, INC.  
("Grantor")

By:   
Name:  
Title:

FIRST UNION NATIONAL BANK  
("Grantee")

By: \_\_\_\_\_  
Name:  
Title:

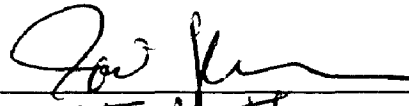


IN WITNESS WHEREOF, the parties hereto have caused this Conditional Assignment to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SUNBEAM PRODUCTS, INC.  
("Grantor")


By: \_\_\_\_\_  
Name:  
Title:

FIRST UNION NATIONAL BANK  
("Grantee")

By:   
Name: Joel Thomas  
Title: Vice President

STATE OF )  
 ) ss  
COUNTY OF )

On the 5 day of October, 2000, before me personally came Ronald A. Buchter, who is personally known to me to be the Vice President of Sunbeam Products, Inc., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the \_\_\_\_\_ in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public

NOTARY PUBLIC - STATE OF FLORIDA  
CHERYL S JACKMAN  
COMMISSION # CC814033  
EXPIRES 4/19/2003  
BONDED THRU ASA 1-088-NOTARY1

(PLACE STAMP AND SEAL ABOVE)

STATE OF North Carolina

COUNTY OF Mecklenburg ) SS

On the 30th day of August, 2000, before me personally came Joell Brown who is personally known to me to be the Vice President of First Union National Bank; who, being duly sworn, did depose and say that she/he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

My Commission Expires  
9-28-2004  
(PLACE STAMP AND SEAL ABOVE)

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