

REC T

11-15-2000

MRD 11-14-00



101511378

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

1. Name of conveying party(ies): The Coleman Company, 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

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: September 28, 2000

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

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) See Attached Schedule 1
Additional numbers attached? Yes No

B. Trademark Registration No.(s)

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: 9
7. Total fee (37 CFR 3.41): \$360.00
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. Signature Date 11/13/00

Total number of pages comprising cover sheet: 8

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

TRADEMARK
REEL: 002149 FRAME: 0412

SCHEDULE 1**U.S. Trademark Applications Filed Before September 28,2000**

TITLE	SERIAL NO.
EXPONENT	78/001,833
POWERMAX	75/939,649
OUT THERE	76/006,011
X	76/070,985
FOR KIDS RUGGED OUTDOOR GEAR	76/088,699
HIP HUGG	76/078,808
EXIT THE BEATEN PATH	78/014,795
HUGGER	76/078,807
COLEMAN	76/117,953

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, each of the undersigned (the "**Grantor**"), owns, or in the case of licenses, is party to, the Trademark Collateral (as defined below);

WHEREAS, Sunbeam Corporation (the "**Parent**"), the Subsidiary Borrower referred to therein, the Lenders party thereto (the "**Lenders**"), Morgan Stanley Senior Funding, Inc., as Syndication Agent, Bank of America, N.A., as Documentation Agent, and First Union National Bank, as Administrative Agent for the Lenders, are parties to a Credit Agreement, dated as of March 30, 1998 (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**");

WHEREAS, the Parent is, or may hereafter become obligated to one or more Lenders under one or more Hedging Agreements (as defined in the Credit Agreement) as contemplated by the Section 5.10 of the Credit Agreement;

WHEREAS, pursuant to the Credit Agreement, the Grantor is a party to the Subsidiary Borrower Guarantee and the Subsidiary Guarantee (each as defined in the Credit Agreement) in order to guarantee the obligations of the other Obligors (as defined in the Credit Agreement) under the Credit Agreement, the other Loan Documents (as defined in the Credit Agreement) and any Hedging Agreements; and

WHEREAS, pursuant to the terms of a Subsidiary Borrower Security Agreement, dated as of January 6, 2000 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"); unless otherwise specifically defined herein, each term used herein which is defined in the Security Agreement has the meaning assigned to such term in the Security Agreement), among the Grantor, among others, and First Union National Bank, as Administrative Agent (together with its successors and assigns, the "**Grantee**") for the Lenders, the Grantor has granted to the Grantee, a continuing security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as hereafter defined), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in order to secure the full and punctual payment of the Secured Obligations in accordance with the terms thereof and to secure the payment and performance of all the obligations of the Grantor hereunder and under the other Loan Documents, the Grantor hereby grants the Grantee, for the ratable benefit of the holders of the Lenders, a continuing security interest in all of the Grantor's right, title and interest in and to all of the following (all of the following items or types of property being herein collectively referred

to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License, including, without limitation, each Trademark License identified in Schedule 1 hereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Grantor, or for injury to the goodwill associated with any such Trademark, including, without limitation, any Trademark referred to in Schedule 1 hereto, and all rights and benefits of the Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto.

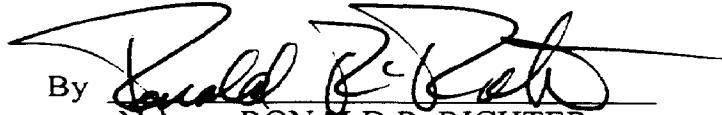
The Grantor hereby irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in its name, from time to time, in the Grantee’s discretion, so long as an Event of Default (as defined in the Credit Agreement) has occurred and is continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted by the Credit Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Trademark Collateral except for (i) licenses issued to contract manufacturers in the ordinary course of business and (ii) to the extent such activities would not adversely affect the value of the Trademark Collateral taken as a whole.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral 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.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 28th day of September, 2000.

THE COLEMAN COMPANY, INC.

By 
Name: RONALD R. RICHTER
Title: VICE PRESIDENT

ACKNOWLEDGED:

FIRST UNION NATIONAL BANK,
as Administrative Agent

By _____
Name:
Title:

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the


28th day of September, 2000.

THE COLEMAN COMPANY, INC.

By _____
Name:
Title:

ACKNOWLEDGED:

FIRST UNION NATIONAL BANK,
as Administrative Agent

By  _____
Name: Joel Thomas
Title: Vice President

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

I, CHERYL S. JACKMAN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that RONALD R. RICHTER, VICE PRESIDENT of THE COLEMAN COMPANY, INC., personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that (s)he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 6th day of NOVEMBER, 2000.

[Seal]



Signature of notary public

My Commission expires _____

NOTARY PUBLIC - STATE OF FLORIDA
CHERYL S JACKMAN
COMMISSION # CCB14033
EXPIRES 4/19/2003
BONDED THRU ASA 1-888-NOTARY1