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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

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other _____

Execution Date: September 29, 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**

B. Trademark Registration No.(s) **See Attached Schedule 1**

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: 309

7. Total fee (37 CFR 3.41): \$7,860.00

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. 11/14/00

Name of Person Signing Signature Date

11/16/2000 DNGUYEN 00000280 1794682

Total number of pages comprising cover sheet: 18

01 FC:481 40.00 DP

02 FC:482 7700.00 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

SCHEDULE 1**U.S. Trademark Registrations and Applications as of September 29, 2000**

TITLE	SERIAL NO.	REG. NO.
A5		1,794,682
AAA		1,824,097
ACCEL		1,805,219
ACCESSORY CAFÉ		2,119,967
ACCU-READ		1,924,496
ADJUSTA-GROOM		2,031,385
ALL METAL DRIVE OSTERIZER BLENDERS DURABILITY & PERFORMANCE		1,923,314
APOTHEC-AIRE		824,811
ARIZONA THIN		1,954,129
ARKLAMATIC		1,215,681
BAKER'S STYLE		2,079,612
BALANCE BEAM SCALE		2,168,916
BANTAM		1,228,381
BARTENDER		1,977,465
BED WARMER WITH A BRAIN		1,954,469
BIG FOOT		1,779,499
BLADE WASH		1,986,495
BORG		1,800,576
BREEZE	75/806,145	
BRIGHT COAT		2,006,066
BUDDY L		844,102
BURST OF POWER		1,029,180

TITLE	SERIAL NO.	REG. NO.
CENTURION		1,167,103
CHALLENGER		384,491
CHARM-ROK		872,808
CHARMGLOW		831,435
CHARMGLOW	76/119,899	
CHEF CENTRE		1,991,264
CHEFS CHOICE		841,250
CLASSIC 76	75/939,969	
CLASSIC CUT		2,116,569
CLIPMASTER		283,524
COCOMOTION		2,243,527
COLEMAN and LANTERN design		1,756,681
COLEMAN SPAS and LANTERN design		1,761,228
COMPANION	75/712,442	
COOL COLORS		2,368,079
COUNSELOR		1,934,553
COUNSELOR BORG		1,934,585
CRAFTER	78/016,097	
CREWMASTER		2,200,178
CRYONYX	78/016,109	
CUDDLE UP		2,029,533
Design Miscellaneous		983,293
DESIGNER		2,016,850
DESIGNER		1,995,421
DETAILS		2,006,577
DETECTO		1,314,357
DOLLY MADISON		738,631
EAGLE		1,756,483

TITLE	SERIAL NO.	REG. NO.
EASY READ		1,441,615
EASYON-EYES		1,994,382
ELITE	75/802,352	
EVERWEIGH		1,993,866
EXPRESSBAKE	75/621,141	
FAST FEED	75/840,937	
FAST-FEED		1,898,597
FIBERFINE	78/023,618	
FILTEX		769,156
FINISHER		844,033
FITTED HEAT		1,559,678
FREESTYLE		2,137,604
FREIGHTMASTER		1,676,318
GALAXIE		899,572
GOLD LINE	75/843,698	
GOLD TOAST	75/809,532	
GOLDEN A5		1,711,195
GOLDEN RAM		2,025,201
GRILL SMART	75/610,535	
GRILLMASTER		713,183
GRILLMASTER	75/576,299	
GRILLMASTER and Design	75/593,464	
GRILLMASTER - YOU CAN'T BE ONE WITHOUT ONE		2,296,496
HANKSCRAFT		731,444
HANSON		183,825
HEALTH AT HOME		1,936,563
HEALTH AT HOME		2,175,932
HEALTH AT HOME	75/149,369	

TITLE	SERIAL NO.	REG. NO.
HEALTH AT HOME & Design (CADUCEUS)		2,253,874
HEALTH AT HOME & Design (HOUSE)		2,175,929
HEALTH O METER		405,406
HEALTH O METER		2,112,914
HEALTH O METER		1,985,742
HEALTH O METER		1,405,628
HEALTH O METER & Design		1,405,635
HEALTHY CHEF	75/610,816	
HEAT TO GO		1,700,422
HOME PRODUCTS FOR HEALTHY LIVING	75/425,763	
HOME PRODUCTS FOR HEALTHY LIVING		1,727,163
HOT SHOT		1,347,559
IT'S SO EASY		1,907,236
KETTLEMASTER		1,937,270
KOOL-LUBE		1,886,876
LAUREL		630,804
LOGO DESIGN		1,428,214
LUCKY DOG		2,040,143
MADE IN USA and Design		1,756,470
MAGNI-READ		2,368,837
MASTER CHEF (Design)		842,874
MC SHIRLEY		1,217,092
METAL MINUTES		401,235
MINI-BLEND		822,361
MINI-BLEND		1,024,354
MISCELLANEOUS DESIGN		1,406,598
MIXMASTER		327,314

TITLE	SERIAL NO.	REG. NO.
MIXMASTER		281,291
MIXMASTER		627,692
MIXMASTER (BLOCK)		627,674
MONITOR		1,329,376
MOTION SMART	75/806,146	
MR. COFFEE		1,018,778
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
MR. FILTER	78/021,524	
MRS. TEA		2,180,924
MS.STIR		2,143,785
MULTI-COOKER		781,273
NITE-GLO		2,298,848
NORTHERN		859,233
NORTHERN		712,797
OMNI		1,301,442
ONE PASS	75/821,272	
OSKAR		1,384,984
OSTER		1,111,335

TITLE	SERIAL NO.	REG. NO.
OSTER		847,078
OSTER		858,325
OSTER		859,247
OSTER		860,036
OSTER		862,034
OSTER		885,780
OSTER		886,898
OSTER		930,801
OSTER		1,181,752
OSTER		368,541
OSTER		2,170,708
OSTER		1,636,082
OSTER		515,517
OSTER ACADEMY	75/801,645	
OSTER AMBASSADOR		2,368,816
OSTER and Design		1,198,487
OSTER and Design		2,294,005
OSTER DIRECT	75/840,921	
OSTER EXCLUSIVE SALON SERIES		2,053,564
OSTER PRO-POWER		1,800,447
OSTER-ELITE		1,982,755
OSTERCOTE		1,972,212
OSTERIZER		872,907
OSTERIZER		512,246
OSTERIZER and Design		1,198,488
OUTDOOR FLAVOR IN YOUR BACK YARD and Design		1,991,985
OUTDOORSMAN		1,989,180
P.M. PERSONAL MONITORING		1,550,034

TITLE	SERIAL NO.	REG. NO.
PATIO KING		1,199,473
PATIO MASTER		1,219,032
PAWFORMANCE	75/802,664	
PEAK PERFORMANCE	78/028,330	
PEDISPA		2,107,796
PELOUZE		1,421,785
PELOUZE		2,385,549
PELSTAR 5		1,321,935
PERFECT HOST		727,504
PETITE-PRO		1,909,753
PINPOINT		1,928,632
POP & CLEAN		1,941,639
POWER BALL		1,899,753
POWER PIERCE		1,946,813
POWER PRO	75/840,932	
POWERHOUSE PLUS		2,089,708
POWERPLAY		2,186,390
POWERPLAY PLUS		2,243,074
POWERPLAY PRO		2,243,075
PRECIOUS METALS		2,154,098
PRECISE		2,193,944
PRO RATE		2,302,693
PRO-CORD/CORDLESS		2,038,667
PROFESSIONAL		864,936
PRORELIEF		1,930,286
PULSE BREW	75/712,205	
QUICK 'N EASY	78/018,981	
QUICK BREW		1,679,946

TITLE	SERIAL NO.	REG. NO.
SAFETY GLIDE	75/805,785	
SAFETY SMART		1,891,658
SAFETY-GLO		2,103,799
SCALE DESIGN		768,174
SCALES OF QUALITY ACCURATE DURABLE DEPENDABLE AND DESIGN		1,829,290
SCULPTOR	75/939,968	
SCULPTOR "V"		1,960,807
SHEARMASTER		297,388
SHOT OF STEAM		883,245
SHOWMASTER		1,950,178
SLUMBER REST (FANCIFUL)		1,345,912
SMART PLATFORM		2,141,651
SNOFLAKE		758,073
SOFT TOUCH		2,118,911
SPECTRUM		1,949,633
SPECTRUM OUTDOOR COOKING SYSTEM		2,162,292
SPECTRUM OUTDOOR COOKING SYSTEM		2,008,925
SPEEDBREW		2,293,050
SPIN COOKERY		1,161,839
SPRAY MIST		831,353
STEAM MASTER		1,916,097
STEAM VALET		1,927,840
STEWART		402,855
STEWART		401,162
STEWART		64,351
STEWART		402,174
STEWART		402,360

TITLE	SERIAL NO.	REG. NO.
STEWART		2,055,409
STYLIZED O	76/003,156	
STYLIZED O and CLASSIC 76 and Design	76/003,153	
STYLIZED O and Design	76/003,155	
STYLIZED O and FAST FEED and Design	76/003,154	
STYLIZED O and SCULPTOR and Design	76/003,157	
STYLIZED O and T-FINSHER and Design	76/003,152	
SUNBEAM		1,755,142
SUNBEAM		2,047,124
SUNBEAM		2,142,500
SUNBEAM		1,960,127
SUNBEAM		659,933
SUNBEAM		663,796
SUNBEAM		934,033
SUNBEAM		145,335
SUNBEAM		2,226,627
SUNBEAM	75/837,497	
SUNBEAM		1,937,096
SUNBEAM		1,025,163
SUNBEAM		2,196,867
SUNBEAM		627,681
SUNBEAM		722,078
SUNBEAM		811,677
SUNBEAM		771,963
SUNBEAM		770,762
SUNBEAM		673,511
SUNBEAM		687,703

TITLE	SERIAL NO.	REG. NO.
SUNBEAM		815,794
SUNBEAM		774,123
SUNBEAM		760,317
SUNBEAM		707,174
SUNBEAM		760,267
SUNBEAM		747,286
SUNBEAM		784,022
SUNBEAM		825,228
SUNBEAM		872,228
SUNBEAM		963,725
SUNBEAM		1,159,053
SUNBEAM		1,186,503
SUNBEAM		680,401
SUNBEAM		627,683
SUNBEAM		675,555
SUNBEAM		606,316
SUNBEAM		665,123
SUNBEAM		862,654
SUNBEAM		1,589,989
SUNBEAM		857,868
SUNBEAM	78/016,968	
SUNBEAM		433,547
SUNBEAM		390,181
SUNBEAM		433,548
SUNBEAM		428,410
SUNBEAM		429,134
SUNBEAM		442,875
SUNBEAM		539,425

TITLE	SERIAL NO.	REG. NO.
SUNBEAM	75/479,650	
SUNBEAM		540,165
SUNBEAM		534,785
SUNBEAM		280,756
SUNBEAM		430,571
SUNBEAM DENTAL WATER PULSE		1,965,108
SUNBEAM GRILLMASTER SERIES and Design	76/123,723	
SUNRON		758,247
T-FINISHER		2,038,360
TEXAS CATTLE COMB		1,975,498
THE BLANKET WITH A BRAIN		2,092,668
THE CONFIGURATION OF A MIXER (TEAR DROP) (TORPEDO)		2,265,946
THE CONFIGURATION OF THE MIXER		2,265,944
THE CONFIGURATION OF THE MIXER and BASE (TORPEDO SHAPE)		2,265,945
THE DOCTOR SCALE PEOPLE		2,159,960
THE DOCTOR'S SCALE	75/724,055	
THE HEATED THROW WITH A BRAIN	78/016,963	
THE SHAPE OF THE BASE OF THE OSTERIZER BLENDER (THE BEEHIVE BLENDER)		2,146,909
THERMOFINE	78/023,620	
THINLINE		846,184
TOAST LOGIC		2,133,176
TOAST LOGIC		2,079,194
TOUCH & GO	75/805,787	
TOUCH N' TOAST		846,185
TOUCH-PAD		1,885,682
TURBO 111		1,759,482

TITLE	SERIAL NO.	REG. NO.
TURBO A5	78/016,442	
TWINKLE DESIGN		1,262,424
UNIVERSAL COMB		2,072,119
VIKING		523,170
WEIGH-MASTER		210,069
WEIGHT MASTER		1,892,608
ZEPHYR		866,290
CONNECTIONS	75/809,531	
SUNBEAM	75/652,459	
SUNBEAM	75/796,883	
TIP-RESISTANT	75/805,786	
HEALTH-O-METER PROFESSIONAL QUALITY SINCE 1919		1,863,069

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 Guarantee (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;

WHEREAS, the Grantors have agreed to amend the Credit Agreement pursuant to Amendment No. 13 (as defined in the Credit Agreement) to change the relative priority of the obligations under the Credit Agreement and the other Loan Documents in respect of the Supplemental Revolving Loans, the Term Loans, the Revolving Loans and any Letters of Credit and, in connection therewith, the Grantors have agreed to provide a second priority Lien to the Administrative Agent, for the benefit of the holders of the Second Priority Obligations, to secure the obligations of the Grantors with respect thereto; and

WHEREAS, pursuant to the terms of a Subsidiary Security Agreement, dated as of July 10, 1998 (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, including the holders of the Second Priority Obligations, the Grantor has granted to the Grantee, for the benefit of the holders of the Second Priority Obligations, a continuing second priority 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 Second Priority 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 Second Priority 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 in respect of the Second Priority Obligations, the Grantor hereby grants the Grantee, for the ratable benefit of the holders of the Second Priority Obligations, a continuing second priority 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.

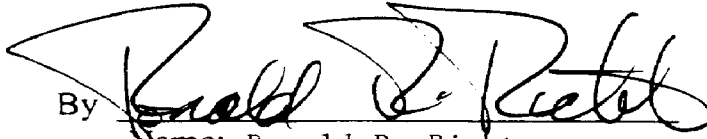
The Grantor hereby irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in its name, from time to time, in the Grantee's discretion, so long 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 29th day of September, 2000.

SUNBEAM PRODUCTS, INC.

By 

Name: Ronald R. Richter

Title: Vice President, Treasurer

ACKNOWLEDGED:

FIRST UNION NATIONAL BANK,
as Administrative Agent

By _____

Name:

Title:

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, Treasurer of SUNBEAM PRODUCTS, 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 29th day of October, 2000.

[Seal]



Signature of notary public

My Commission expires _____

NOTARY PUBLIC - STATE OF FLORIDA
CHERYL S. JACKMAN
COMMISSION # CC814033
EXPIRES 4/19/2003
BONDED THRU ASA 1-888-NOTARY1