



10-15-2002

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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Form PTO-1594  
Rev. 03/01  
OMB No. 0651-0027 (exp. 5/31/2002)  
Tab settings ⇨ ⇨ ⇨ ▼

REC

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

1. Name of conveying party(ies):  
The Brinkmann Corporation

*10-8-02*

Individual(s)                       Association  
 General Partnership             Limited Partnership  
 Corporation-State  
 Other Texas

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

2. Name and address of receiving party(ies)  
Name: Comerica Bank- Texas  
Internal  
Address: \_\_\_\_\_

Street Address: 4100 Spring Valley Road, Suite 400  
City: Dallas State: Texas Zip: 75244

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

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

Execution Date: October 1, 2002

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
see attached

B. Trademark Registration No.(s)  
see attached

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: S. Roxanne Edwards  
 Internal Address: \_\_\_\_\_

Street Address: 1201 Main Street  
P.O. Box 50784

City: Dallas State: Texas Zip: 75250

6. Total number of applications and registrations involved: ..... 42

7. Total fee (37 CFR 3.41).....\$ 1,065.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
Winstead: 23-2426

(Attach 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.*

S. Roxanne Edwards                              *S. Roxanne Edwards*                              10/7/02  
 Name of Person Signing                              Signature                              Date

Total number of pages including cover sheet, attachments, and document: 29

10/11/2002 J1111012 00000009 76103119  
 DALLAS 1357131051  
 01 FC:482 3134-1014 40.00 OP  
 02 FC:482 9/26/02 1025.00 OP

TRADEMARK  
REEL: 002597 FRAME: 0964

**Exhibit B**  
**The Brinkmann Corporation**  
**U.S. Trademarks**

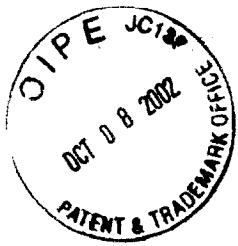
<b>U.S. TRADEMARK</b>	<b>FILED</b>	<b>SERIAL/REG NO.</b>	<b>REGISTER DATE</b>
BACKROADS	08/04/2000	76/103,119	
BIG MAX	05/06/1982	1,240,166	05/31/1983
BLACK MAX	05/06/1982	1,240,165	05/31/1983
BLUE MAX	09/26/2001	1,171,099	
BRINKMANN (Word Mark)			
BRINKMANN (Stylized)	11/13/1978	1,153,730	05/12/1981
BRINKMANN BACKYARD KITCHEN	10/11/2000	76/145,244	
COOK'N CAJUN (Stylized)	05/26/1971	944,069	10/03/1972
ENDURA	09/19/2000	2,577,651	06/11/2002
FISH ATTRACTOR	02/23/2001	1,147,585	02/23/2001
GLOW GRIP	09/25/1995	2,036,280	02/04/1997
HOME/GUARD	04/07/1989	1,565,778	11/14/1989
LEGEND	04/07/1989	2,131,523	01/27/1998
LONGHORN	08/03/2000	76/103,381	
MAGNUM MAX	04/07/1989	1,567,003	11/21/1989
MAXFIRE	08/26/1994	1,919,542	09/19/1995
MAXSTAR	04/07/1989	1,565,777	11/14/1989
MICRO-MAX	07/15/1987	1,474,878	02/02/1988
MR. MEAT SMOKER	08/08/1993	1,845,540	07/19/1994
NEXSTAR	09/24/1998	2,376,021	08/08/2000
PAGODA	05/29/2001	76/265,187	
PITMASTER	08/15/1994	1,977,680	06/04/1996
POW-R-VAC	10/30/1990	1,688,801	05/26/1992
PRO GRIP	08/15/1994	1,911,251	08/15/1995
PRO-MAX	10/09/1990	1,658,148	09/24/1991
Q-BEAM SPOT/FLOOD	10/11/2000	2,600,421	07/30/2002
REBEL	08/20/2001	76/302,607	
ROADMASTER	08/04/2000	76/103,120	
SHOP KEEPER	07/07/1995	1,985,518	07/09/1996
SMOKE KING	01/28/1983	1,273,424	04/10/1984
SMOKEN GRILL	09/22/2000	2,603,776	08/06/2002
SMOKE 'N PIT	12/27/2001	1,184,641	
SMOKER'S BLEND	08/14/1993	1,845,322	07/19/1994
SMOKESHOP	02/22/1994	1,966,142	04/09/1996
SOLAR GALLERY	09/19/2000	76/132,004	
SOLAR MAX	03/21/1989	1,567,000	11/21/1989
STILLWATER	08/04/2000	76/103,121	

**Exhibit B**  
The Brinkmann Corporation  
U.S. Trademarks

<b>U.S. TRADEMARK</b>	<b>FILED</b>	<b>SERIAL/REG NO.</b>	<b>REGISTER DATE</b>
TRAILMASTER	08/03/2000	2,589,591	07/02/2002
TREASURE SENSOR	08/20/2001	2,604,522	08/06/2002
TRI MAX	10/09/1990	1,720,085	09/29/1992
TROUBLE SHOOTER	04/07/1989	1,567,004	11/21/1989
WEEKENDER	01/11/1995	1,938,846	11/28/1995
WINDY	03/19/1982	1,256,766	11/08/1983

**Exhibit B**  
**The Brinkmann Corporation**  
**Foreign Trademarks**

<b>FOREIGN TRADEMARK</b>	<b>COUNTRY</b>	<b>FILED</b>	<b>APP./REG. NO.</b>	<b>REGISTERED</b>
BRINKMANN	Canada	09/12/2000	1074520	
BRINKMANN	China	08/22/2000	1654078	10/21/2001
BRINKMANN	European Community	07/31/2000	1784537	10/23/2001
BRINKMANN	Hong Kong	07/31/2000	17052/2000	
BRINKMANN	Japan	08/15/2000	4522252	11/16/2001
BRINKMANN	Mexico	07/31/2000	439362	
MICRO-MAX	Australia	01/18/1988	A479,822	12/12/1989
MICRO-MAX	Canada	01/15/1988	354,043	03/31/1989
MICRO-MAX	France	01/19/1988	1,445,697	08/09/1988
MICRO-MAX	Italy	01/22/1988	522,158	02/08/1990
MICRO-MAX	Japan	01/16/1988	4,244,697	02/26/1999
MICRO-MAX	Mexico	10/7/1988	362,805	06/01/1989
MICRO-MAX	United Kingdom	01/19/1988	1,332,857	01/22/1988
MICRO-MAX	West Germany	01/21/1988	1,149,175	01/21/1988
Q-BEAM	Australia	08/23/1979	B336,905	08/27/1982
Q-BEAM	Canada	11/01/1979	250,561	09/19/1980
Q-BEAM	Japan	08/15/2000	2000-090013	
Q-BEAM	Japan	06/03/1982	2,118,248	3/27/89
Q-BEAM	Korea	09/22/1992	84,306	1/21/93
Q-BEAM	Mexico	06/01/1979	240,416	1/4/80
Q-BEAM	West Germany	02/04/1981	1,035,861	11/21/91
SMOKE 'N PIT	Canada	11/01/1979	256,935	03/20/1981
SMOKE'N PIT	Japan	10/12/1984	131,901	05/31/1985
SMOKE-N-GRILL	Canada	11/01/1979	252,007	11/04/1980
SPORTSMAN SMOKE	Canada	11/13/1978	263,463	10/10/1981
TREASURE SENSOR	Canada	11/01/1979	249,912	08/29/1980



## INTELLECTUAL PROPERTY SECURITY INTEREST AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY INTEREST AGREEMENT (this "Agreement") is dated as of October 1, 2002 by and between THE BRINKMANN CORPORATION, a Texas corporation (the "Company"), and COMERICA BANK-TEXAS, as agent (the "Agent") for the Lenders (as hereinafter defined).

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated of even date herewith among the Company, the financial institutions signatory thereto (the "Lenders"), and the Agent (as the same may hereafter be amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make certain loans to the Company;

WHEREAS, the Company will receive substantial and direct benefits from the extensions of credit contemplated by the Credit Agreement and is entering into this Agreement to induce the Agent and the Lenders to enter into the Credit Agreement and extend credit to the Company thereunder; and

WHEREAS, as a condition to entering into the Credit Agreement, the Lenders have required that the Company grant to the Agent, on behalf of the Lenders and at the Agent's request, a security interest in certain of the Company's assets;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### **1. DEFINITIONS AND EFFECT.**

#### 1.1. General Terms. As used in this Agreement:

"Agreement" means this Intellectual Property Security Interest Agreement, as it may be amended, restated, modified or supplemented from time to time.

"Collateral" has the meaning ascribed to it by Section 2 hereof.

"Copyrights" has the meaning ascribed to it by Section 2(a) hereof.

"Default" means an event described in Section 5 hereof.

"DMC Credit Agreement" means that certain Loan and Security Agreement dated as of July 21, 1995 between DMC and Comerica Bank-Texas, as the same has been or may hereafter be amended, restated, supplemented or otherwise modified from time to time.

"Licenses" has the meaning ascribed to it by Section 2(c) hereof.

"Lien" means any security interest, mortgage, pledge, hypothecation, lien, claim, charge, encumbrance, title retention agreement, or lessor's interest, in or on the Collateral or any portion thereof.

"Obligations" means all "Obligations" as defined in the Credit Agreement.

"Patents" has the meaning ascribed to it by Section 2(d) hereof.

"Related Documents" means, collectively, all documents and things in the Company's possession related to the production and sale by the Company, or any Affiliate, Subsidiary, licensee or subcontractor thereof, of products or services sold by or under the authority of the Company in connection with the Patents, Trademarks, Copyrights or Licenses including, without limitation, all product and service specification documents and production and quality control manuals used in the manufacture of products or provision of services sold under or in connection with the Trademarks.

"Section" means a numbered section of this Agreement, unless another document is specifically referenced.

"Trademarks" has the meaning ascribed to it by Section 2(b) hereof.

"Uniform Commercial Code" means the Uniform Commercial Code as in effect in the State of Texas, as the same has been or may be amended or revised from time to time, or, if so required with respect to any particular Collateral by mandatory provisions of applicable law, as in effect in the jurisdiction in which such Collateral is located.

"Unmatured Default" means an event which but for the lapse of requisite time or the giving of requisite notice, or both, would constitute a Default.

The foregoing definitions shall be equally applicable to both the singular and plural forms of the defined terms. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement.

## **2. GRANT OF SECURITY INTEREST.**

The Company hereby grants to the Agent, for the benefit of itself and the Lenders, a security interest in all of the Company's right, title and interest in and to all of its now owned or existing and hereafter acquired or arising property described as follows (collectively, the "Collateral") to secure payment of the Obligations:

(a) all United States and foreign copyrights, including, without limitation, copyrights listed on Exhibit A hereto, and applications therefor and renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to all United States and foreign copyrights including, without limitation, damages and payments for past and future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(b) all United States and foreign trademarks, tradenames, service marks, trademark and service mark registrations and renewals, and trademark and service mark applications, including, without limitation, the trademarks, service marks and tradenames listed on Exhibit B hereto, and registrations and renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to all trademarks, tradenames and service marks including, without limitation, damages and payments for past and future infringements thereof against third parties (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(c) all license agreements in which the Company is or becomes licensed (or grants or permits, whether now or in the future a license) to use a copyright, trademark, service mark, tradename, patent or the related know-how including, without limitation, the license agreements listed on Exhibit C hereto (the "Licenses"); provided, that notwithstanding the foregoing, "Licenses" shall not include any license which by its terms prohibits the grant of the security interest contemplated by this Agreement;

(d) all United States and foreign patents and patent applications, whether in the United States or any foreign jurisdiction, and the inventions and improvements described and claimed therein and trade secrets and know-how related thereto, including, without limitation, the patents and patent applications listed on Exhibit D hereto, and the re-issues, divisions, renewals, extensions and continuations-in-part thereof and all income, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof, the right to sue for past, present and future infringements thereof and all rights corresponding thereto throughout the world (all of the foregoing being sometimes hereinafter individually and/or collectively referred to as the "Patents");

(e) the goodwill of the Company's business connected with the use of and symbolized by the Trademarks;

(f) the Related Documents; and

(g) all products and proceeds, including, without limitation, insurance proceeds, of any of the foregoing.

### 3. REPRESENTATIONS AND WARRANTIES.

The Company represents and warrants to the Agent and the Lenders that:

3.1. Existence and Standing. The Company is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation, and the Company has all requisite authority to conduct its business and is qualified to do business in each jurisdiction in which its business is conducted except those jurisdictions in which the failure to so qualify could not reasonably be expected to have a Material Adverse Effect.

3.2. Authorization. Validity and Enforceability. The execution, delivery and performance by the Company of this Agreement have been duly authorized by proper corporate proceedings, and this Agreement constitutes a legal, valid and binding obligation of the Company and creates a security interest which is enforceable against the Company in all now owned and hereafter acquired Collateral.

3.3. Conflicting Laws and Contracts. Neither the execution and delivery by the Company of this Agreement, the creation and perfection of the security interest in the Collateral granted hereunder, nor compliance with the terms and provisions hereof, will violate any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on the Company or the Company's articles of incorporation or by-laws, the provisions of any indenture, instrument or agreement to which the Company is a party or is subject, or by which it, or its property, is bound, or conflict therewith or constitute a default thereunder, or result in the creation or imposition of any Lien pursuant to the terms of any such indenture, instrument or agreement.

3.4. Principal Location. As of the date hereof, the Company's mailing address, and the location of its chief executive office and the books and records relating to the Collateral are disclosed in Exhibit E hereto.

3.5. No Other Names. The Company has not conducted business under any name except the names in which it has executed this Agreement or as otherwise disclosed pursuant to the Loan Documents.

3.6. No Default. No Default or Unmatured Default exists.

3.7. No Financing Statements. No financing statement or similar document describing all or any portion of the Collateral which has not lapsed or been terminated naming the Company as debtor or assignor has been filed in any jurisdiction or office, including, without limitation, the United States Patent and Trademark Office or the United States Copyright Office, except as permitted under the Credit Agreement.

3.8. Security Interest. This Agreement creates a valid security interest in the Collateral, enforceable against the Company and all third parties, securing payment of the Obligations, which security interest will be perfected, with respect to rights in the United States, upon (a) the recording of this Agreement in the Office of the Commissioner of Patents and Trademarks and the United States Copyright Office, and (b) the filing of Uniform Commercial Code financing statements with the Secretary of State of Texas.

3.9. Registrations. The Company has duly and properly applied for registration of the Copyrights, Trademarks and Patents listed in Exhibits A, B and D hereto as indicated thereon, respectively, in the United States Patent and Trademark Office or the Copyright Office, as applicable.

3.10. Litigation. There has been no litigation, arbitration, governmental investigation, proceeding or inquiry pending or, to the knowledge of any of the Company's officers, threatened against or affecting the Company or its Subsidiaries challenging the Company's right, title and interest in the Collateral or alleging that the Company's use of any Collateral violates the rights



of any Person. The Company's use of the Collateral does not infringe upon the rights of any third party.

3.11. Complete Listing. The Copyrights, Trademarks, Licenses and Patents set forth on the Schedules hereto constitute, as of the date hereof, all material Copyrights, Trademarks, Licenses and Patents of the Company.

#### 4. COVENANTS.

From the date of this Agreement, and thereafter until this Agreement is terminated:

4.1. Inspection. The Company will permit the Agent, by representatives and agents, to examine and make copies of the records of the Company relating to the Collateral, and to discuss the Collateral and the records of the Company with respect thereto with, and to be advised as to the same by, the Company's officers and employees at such reasonable times and intervals as the Agent may designate.

4.2. Taxes. The Company will pay when due all taxes, assessments and governmental charges and levies upon the Collateral to the extent permitted pursuant to clauses (a) and (b) of Section 6.5 of the Credit Agreement.

4.3. Records and Reports. The Company will maintain complete and accurate books and records with respect to the Collateral, and furnish to the Agent, with sufficient copies for each of the Lenders, such reports relating to the Collateral as the Agent shall from time to time reasonably request.

4.4. Notice of Default. The Company will give prompt notice in writing to the Agent and the Lenders of the occurrence of any Default or Unmatured Default and of any other development; financial or other, which would have a Material Adverse Effect.

4.5. Financing Statements and Other Actions. The Company will execute and deliver to the Agent all financing statements and other documents from time to time requested by the Agent or any Lender in order to maintain a perfected security interest in the Collateral.

4.6. Disposition of Collateral. Except for non-exclusive licensing agreements or as permitted under the Credit Agreement, the Company will not sell, lease or otherwise dispose of the Collateral.

4.7. Liens. The Company will not create, incur or suffer to exist any Lien upon the Collateral except the security interest created by this Agreement and as otherwise permitted by Section 6.18 of the Credit Agreement.

4.8. Other Financing Statements. The Company will not sign or authorize the signing on its behalf of any financing statement naming it as debtor covering all or any portion of the Collateral, except financing statements naming the lenders under the DMC Credit Agreement and the Agent, on behalf of the Lenders, as secured parties.

4.9. Preservation of Value. The Company agrees to protect and preserve the value and integrity of all material Trademarks, Patents, Copyrights and Licenses and, to that end, shall maintain the quality of any and all of its products or services bearing the trademarks or service marks included in such Trademarks, Patents, Copyrights or Licenses consistent with the quality of such products and services of such marks as of the date of this Agreement.

4.10. Collateral Royalties; Term. The Company hereby agrees that any use by the Agent, on behalf of the Lenders, of any Patents, Copyrights, Trademarks and Licenses as described above shall be worldwide, to the extent possessed by the Company, and without any liability for royalties or other related charges from the Agent or any Lender to the Company. The term of the security interests granted herein shall extend until the expiration of each of the respective Copyrights, Trademarks, Patents and Licenses pledged hereunder, or until the Obligations have been indefeasibly paid in full, no commitment by the Agent or any Lender exists that could give rise to any obligations and the Credit Agreement and this Agreement have been terminated, whichever first occurs.

4.11. Annual Report. The Company shall provide the Agent upon request, and in any event prior to April 15 of each year, with a list of all new applications for United States and foreign copyrights, patents and trademarks, which new applications shall be subject to the terms and conditions of this Agreement. The Company hereby authorizes the Agent to modify this Agreement by amending the Exhibits hereto to include any such new Trademarks, Patents, Copyrights or Licenses and to re-record this Agreement from time to time as the Agent sees fit.

4.12. Duties of Company. The Company shall have the duty (a) to prosecute diligently any application to register the Patents, Trademarks and Copyrights pending as of the date hereof or thereafter until all obligations have been indefeasibly paid in full, (b) to make application on unpatented but patentable material inventions and on material Trademarks and Copyrights, as appropriate or as requested by the Agent, and (c) to preserve and maintain all rights in all applications to register material Patents, Trademarks and Copyrights. Any expenses incurred in connection with such applications shall be borne by the Company. The Company shall not abandon any right to file an application to register material Patents, Trademarks and Copyrights without the prior written consent of the Agent.

4.13. Delivery of Certificates. Upon the request of the Agent, the Company shall deliver to the Agent copies of all existing and future official Certificates of Registration for the Patents, Trademarks and Copyrights.

4.14. Notice of Proceedings. The Company shall promptly notify the Agent and the Lenders of the institution of, and any adverse determination in, any proceeding in the United States Patent and Trademark Office or any agency of any state or any court regarding the Company's right, title and interest in any material Patent, Trademark or Copyright or the Company's right to register any material Patent, Trademark or Copyright.

**5. DEFAULT.**

5.1. The occurrence of any one or more of the following events shall constitute a Default:

5.1.1. Any representation or warranty made or deemed made by or on behalf of the Company to the Agent or the Lenders under or in connection with this Agreement shall be false in any material respect as of the date on which made or deemed made.

5.1.2. The breach by the Company of any of the terms or provisions of Section 4.4, 4.5, 4.6, 4.7, 4.8, 4.9 or 8.5 hereof.

5.1.3. The breach by the Company (other than a breach which constitutes a Default under Section 5.1.1 or 5.1.2 hereof) of any of the terms or provisions of this Agreement which is not remedied within twenty (20) days after the giving of written notice by the Agent.

5.1.4. The occurrence of any "Default" under and as defined in the Credit Agreement.

5.2. Acceleration and Remedies. If any Default described in the Credit Agreement occurs with respect to the Company, the obligations of the Lenders to make Loans thereunder and the right of the Lenders to declare the obligations to be due and payable shall be determined in accordance with the Credit Agreement.

5.3. Company's obligations Upon Default. Upon the request of the Agent after a Default occurs and is continuing, the Company will:

5.3.1. Assembly of Collateral. Assemble and make available to the Agent the Collateral and all records relating thereto at the main office of the Company or at such other place or places reasonably specified by the Agent.

5.3.2. Secured Party Access. Permit the Agent, by the Agent's representatives and agents, to enter and remain on any premises where all or any part of the books and records relating thereto, or both, are located, to take possession of all or any part of the Collateral or such books and records and to remove all or any part of the Collateral or such books and records.

**6. WAIVERS, AMENDMENTS AND REMEDIES.**

6.1. Remedies. In the event that any Default has occurred and is continuing, the Agent, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon the Company or any other person (all and each of which demands, advertisements and/or notices are hereby expressly waived), may forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, assign, give option or options to purchase, contract to sell or otherwise dispose of and deliver said Collateral, or any part thereof, in one or more portions at public or private sale or sales or dispositions, at any exchange,

broker's board or at any of the Agent's offices or elsewhere upon such terms and conditions as the Agent may deem advisable and at such prices as the Agent may deem best, for any combination of cash or on credit or for future delivery without assumption of any credit risk, with the right to the Agent or any Lender upon any such sale or sales or dispositions, public or private, to purchase the whole or any part of said Collateral so sold, free of any right or equity of redemption in the Company, which right or equity is hereby expressly waived and released.

6.2. Waivers and Amendments. No delay or omission of the Agent or any Lender to exercise any right or remedy granted under this Agreement shall impair such right or remedy or be construed to be a waiver of any Unmatured Default or Default or an acquiescence therein, and any single or partial exercise of any such right or remedy shall not preclude other or further exercise thereof or the exercise of any other right or remedy, and no waiver, amendment or other variation of the terms, conditions or provisions of this Agreement whatsoever shall be valid unless in writing signed by the Agent and the Required Lenders (if so required by the Credit Agreement), and then only to the extent specifically set forth in such writing; provided, however, that any amendment purporting to release all or substantially all of the Collateral shall be valid only if signed by the Agent and all of the Lenders. All rights and remedies contained in this Agreement or by law afforded shall be cumulative and all shall be available to the Agent and the Lenders until the Obligations have been indefeasibly paid in full.

## 7. PROCEEDS.

7.1. Special Collateral Account. After a Default has occurred and is continuing, all cash proceeds of the Collateral received by the Agent shall be deposited in a special cash collateral account with the Agent and held there as security for the Obligations.

7.2. Application of Proceeds. The proceeds of the Collateral shall be applied by the Agent to payment of the Obligations in the following order unless a court of competent jurisdiction shall otherwise direct:

(a) FIRST, to payment of all reasonable costs and expenses of the Agent and the Lenders incurred in connection with the collection and enforcement of the Obligations or of the security interest granted to the Agent and the Lenders pursuant to this Agreement, including all costs and expenses of any sale pursuant hereto, and of any judicial or private proceedings in which such sale may be made, and of all other expenses, liabilities and advances made or incurred by the Agent, the Lenders and the agents and attorneys of each of them, together with interest at the Default Rate on such costs, expenses and liabilities and on all advances made by the Agent or any Lender from the date any such cost, expense or liability is due, owing or unpaid or any such advance is made, in each case until paid in full;

(b) SECOND, to payment of any amounts due and owing in accordance with the application of proceeds section set forth as Section 7.3 to the Borrower Security Agreement; and

(c) THIRD, the balance, if any, after all of the obligations have been satisfied, shall be remitted as required by law.

## 8. GENERAL PROVISIONS.

8.1. Notice of Disposition of Collateral. The Company hereby waives notice of the time and place of any public sale or the time after which any private sale or other disposition of all or any part of the Collateral may be made. To the extent such notice may not be waived under applicable law, any notice made shall be deemed reasonable if sent to the Company, addressed as set forth in Section 10 hereof, at least ten (10) days prior to any such public sale or the time after which any such private sale or other disposition may be made.

8.2. Agent Performance of Company Obligations. Without having any obligation to do so, upon either (a) notice to the Company or (b) the occurrence of an Unmatured Default or a Default, the Agent may perform or pay any obligation which the Company has agreed to perform or pay in this Agreement and the Company shall reimburse the Agent for any amounts paid by the Agent pursuant to this Section 8.2. The Company's obligation to reimburse the Agent pursuant to the preceding sentence shall be an obligation payable on demand.

8.3. Authorization for Agent to Take Certain Action. The Company irrevocably authorizes the Agent at any time and from time to time, in the sole discretion of the Agent, upon either (a) notice to the Company or (b) the occurrence of an Unmatured Default or a Default: (i) to execute on behalf of the Company as debtor and to file financing statements and other documents with the United States Patent and Trademark Office or Copyright Office or otherwise which are necessary or desirable in the Agent's sole discretion to perfect and to maintain the perfection and priority of the Agent's and Lenders' security interest in the Collateral; (ii) to endorse and collect any cash proceeds of the Collateral; or (iii) to file a carbon, photographic or other reproduction of this Agreement or any financing statement with respect to the Collateral as a financing statement in such offices as the Agent in its sole discretion deems necessary or desirable to perfect and to maintain the perfection and priority of the Agent's and the Lenders' security interest in the Collateral. At any time and from time to time after the Obligations have been declared or become due and payable in accordance with the Credit Agreement, the Company authorizes the Agent to apply the proceeds of any Collateral received by the Agent to the Obligations as provided in Section 7 hereof.

8.4. Specific Performance of Certain Covenants. The Company acknowledges and agrees that a breach of any of the covenants contained in Sections 4.1, 4.5, 4.6, 4.13, 5.3 and 8.5 hereof will cause irreparable injury to the Agent and the Lenders and that the Agent and the Lenders have no adequate remedy at law in respect of such breaches and therefore agree, without limiting the right of the Agent or the Lenders to seek and obtain specific performance of other obligations of the Company contained in this Agreement, that the covenants of the Company contained in the Sections referred to in this Section 8.4 shall be specifically enforceable against the Company.

8.5. Dispositions Not Authorized. Except as provided for by the Credit Agreement, the Company is not authorized to sell or otherwise dispose of the Collateral and notwithstanding any course of dealing between the Company and the Agent or other conduct of the Agent, no authorization to sell or otherwise dispose of the Collateral shall be binding upon the Agent or the Lenders unless such authorization is in writing signed by the Agent with the consent of the Required Lenders or all Lenders, as required by the Credit Agreement.

8.6. Definition of Certain Terms. Terms defined in the Uniform Commercial Code which are not otherwise defined in this Agreement are used in this Agreement as defined in the Uniform Commercial Code as in effect on the date hereof.

8.7. Benefit of Agreement. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Company, the Agent and the Lenders and their respective successors and assigns, except that the Company shall not have the right to assign its rights or obligations under this Agreement or any interest herein, without the prior written consent of the Agent and the Lenders.

8.8. Survival of Representations. All representations and warranties of the Company contained in this Agreement shall survive the execution and delivery of this Agreement.

8.9. Taxes and Expenses. Any taxes (including, without limitation, any sales, gross receipts, general corporation, personal property, privilege or license taxes, but not including any federal or other taxes imposed upon the Agent or any Lender, with respect to its gross or net income or profits arising out of this Agreement) payable or ruled payable by any Federal or State authority in respect of this Agreement shall be paid by the Company, together with interest and penalties, if any. The Company shall reimburse (a) the Agent for any and all reasonable out-of-pocket expenses and internal charges (including reasonable attorneys', auditors' and accountants' fees and reasonable time charges of attorneys, paralegals, auditors and accountants who may be employees of the Agent) paid or incurred by the Agent in connection with the preparation, execution, delivery, administration, collection and enforcement of this Agreement and in the audit, analysis, administration, collection, preservation or sale of the Collateral (including the expenses and charges associated with any periodic or special audit of the Collateral), and (b) the Agent and each Lender for any and all reasonable out-of-pocket expenses and internal charges (including reasonable attorneys', auditors' and accountants' fees and reasonable time charges of attorneys, paralegals, auditors and accountants who may be employees of the Agent or such Lender) paid or incurred by the Agent or such Lender in connection with the collection and enforcement of this Agreement.

8.10. Headings. The title of and section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Agreement.

8.11. Termination. This Agreement shall continue in effect (notwithstanding the fact that from time there may be no obligations or commitments therefor outstanding) until the payment in full of the Obligations and the termination of the Credit Agreement in accordance with its terms and all commitments of the Lenders thereunder, at which time the security interests granted hereby shall terminate and any and all rights to the Collateral shall revert to the Company. Upon such termination, the Agent shall promptly return to the Company, at the Company's expense, such of the Collateral held by the Agent as shall not have been sold or otherwise applied pursuant to the terms hereof. The Agent will promptly execute and deliver to the Company such other documents as the Company shall reasonably request to evidence such termination.

8.12. Entire Agreement. This Agreement, the Credit Agreement and the other Loan Documents embody the entire agreement and understanding between the Company and the Agent relating to the Collateral and supersede all prior agreements and understandings between the Company and the Agent relating to the Collateral.

8.13. Indemnity. The Company hereby agrees to assume liability for, and does hereby agree to indemnify and keep harmless the Agent and each Lender, its successors, assigns, agents and employees, from and against any and all liabilities, damages, penalties, suits, costs, and expenses of any kind and nature, imposed on, incurred by or asserted against the Agent or any Lender, or its successors, assigns, agents and employees, in any way relating to or arising out of this Agreement, or the manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, use, operation, condition, sale, return or other disposition of any Collateral (other than liability resulting from the gross negligence or willful misconduct of the Agent or any such Lender).

8.14. Releases. Upon termination of this Agreement in accordance with the provisions of Section 8.11 hereof, the Agent and the Lenders shall, at the Company's request and expense, execute such releases as the Company may reasonably request, in form and upon terms acceptable to the Agent and the Lenders in all respects.

8.15. Waivers. Except to the extent expressly otherwise provided herein or in any other Loan Document, the Company waives, to the extent permitted by applicable law, (a) any right to require either the Agent or any Lender to proceed against any other person, to exhaust its rights in any other collateral, or to pursue any other right which either the Agent or any Lender may have, and (b) with respect to the Obligations, presentment and demand for payment, protest, notice of protest and non-payment, and notice of the intention to accelerate.

8.16. Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. This Agreement shall be effective when it has been executed by the Company and the Agent. Further, any facsimile copy, other copy or reproduction of a signed counterpart original of this Agreement shall be as fully effective and binding as the original signed counterpart of this Agreement.

8.17. **CHOICE OF LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS, WITHOUT REGARD TO CONFLICT OF LAWS PROVISIONS, OF THE STATE OF TEXAS, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.**

8.18. Marshalling. Neither the Agent nor any Lender shall be under any obligation to marshal any assets in favor of the Company or any other party or against or in payment of any or all of the Obligations.

8.19. Subordination. The rights and remedies of the Agent and the Lenders hereunder are subject, in all respects, to the terms and conditions of that certain Intercreditor and Subordination Agreement dated as of the date hereof between the Agent and Comerica Bank as amended, supplemented or modified from time to time.

**9. THE AGENT.**

Comerica Bank-Texas has been appointed as Agent for the Lenders hereunder pursuant to Article X of the Credit Agreement, and the Agent has agreed to act (and any successor Agent shall act) as such hereunder only on the express conditions contained in such Article X. Any successor Agent appointed pursuant to Article X of the Credit Agreement shall be entitled to all the rights, interests and benefits of the Agent hereunder.

**10. NOTICES.**

10.1. Sending Notices. Any notice required or permitted to be given under this Agreement shall be given in accordance with Section 13.1 of the Credit Agreement.

10.2. Change in Address for Notices. The Company and the Agent or any Lender may change the address for service of notice upon it by a notice in writing to the other.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**



IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their respective duly authorized representatives as of the date first set forth above.

THE BRINKMANN CORPORATION

By: J. Baxter Brinkmann  
J. Baxter Brinkmann, President

COMERICA BANK-TEXAS, as Agent

By: Mary Jane Anderson  
Mary Jane Anderson  
Vice President

STATE OF TEXAS            )  
  )  
COUNTY OF Dallas        )        SS:

The foregoing Intellectual Property Security Interest Agreement was executed and acknowledged before me this ~~1st~~<sup>27</sup> day of ~~October~~<sup>September</sup>, 2002 by J. Baxter Brinkmann personally known to me to be the President of The Brinkmann Corporation, a Texas corporation, on behalf of such corporation.

Pam Blaine  
NOTARY PUBLIC

My Commission Expires: 3-22-03

(SEAL)

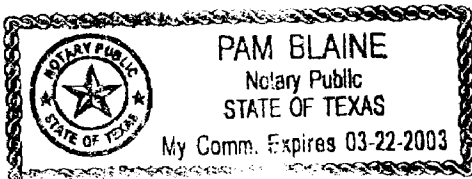


EXHIBIT A  
COPYRIGHTS

None

EXHIBIT C

LICENSES

Trademark License Agreement with R.A. Brands, LLC for use of Remington trademark.

**Exhibit D**  
The Brinkmann Corporation  
U.S. Patents

U.S. PATENT NAME	FILING DATE	PATENT/APP . NO.	ISSUE DATE
COOKING STOVE (Camping Stove)	05/17/2001	29/142,161	
FISHING LIGHT (Long & Short Green Fluorescent Underwater Fishing Light)	07/19/2001	D458,339	06/04/2002
FLASHLIGHT (Legend)	03/23/1988	D315,219	03/05/1991
FLASHLIGHT BATTERY RECHARGER SYSTEM (Legend Rechargeable/Charger)	11/13/1990	5,165,048	11/17/1992
FLASHLIGHT BATTERY RECHARGER SYSTEM (Legend Rechargeable/Charger)	3/30/1993	D345958	04/12/1994
FLASHLIGHT HAVING IMPROVED BULB ENCLOSURE (BM, MM, Tri-Max)	07/22/1991	5,126,927	06/30/1992
FLASHLIGHT WITH TAIL SWITCH BOOT (Pro-Max Mini, Micro 1 & Micro 2)	12/28/1990	5,211,471	05/18/1993
FLASHLIGHT L.E.D. (LED Flashlight)	07/25/2000	D445,926	07/31/2001
FLASHLIGHT L.E.D. (LED Flashlight)	08/11/2000	09/637,344	
FLASHLIGHT L.E.D. II (LED II Flashlight)	08/21/2001	29/147,128	
FLASHLIGHT LITHIUM (Lithium Flashlight)	08/21/2001	29/147,127	
GRILL (Grill King)	06/28/2000	D450,216	11/13/2001
GRILL (Grill King Deluxe)	06/28/2000	D450,215	11/13/2001
HANDHELD SPOTLIGHT HAVING A BATTERY BY-PASS CIRCUIT (Mini Q-Beam)	12/03/1999	6,364,504	04/02/2002
HEAVY DUTY VERTICAL SMOKER/COOKER (Smoke King)	12/14/1994	D374,371	10/08/1996
LIGHT AND MOTION SENSOR (SL-7)	03/02/1990	D338,845	08/31/1993
LOW VOLTAGE LIGHT FIXTURE (Classic Tier)	03/01/1990	4,996,636	02/26/1991
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR101	05/07/1991	D330,778	11/03/1992
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR102 Heritage	05/07/1991	D333,189	02/09/1993
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR103 Sierra	05/07/1991	D330,777	11/03/1992
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR104 Spotlight	05/07/1991	D340,305	10/12/1993
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR105 Connector	08/09/1991	5,280,417	01/18/1994
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR106 Lens	08/09/1991	5,297,013	03/22/1994
JEXSTAR FLASHLIGHT (Metal Only)	06/26/1998	D414,887	10/05/1999
JEXSTAR FLASHLIGHT WITH KNURLING	06/26/1998	29/089,977	
JEXSTAR FLASHLIGHT WITH SLEEVE	06/26/1998	D413,401	08/31/1999
OUTDOOR KITCHEN GRILL (Brinkmann Backyard)	09/19/2000	29/129,750	
OUTDOOR LIGHT (SL-1)	02/05/1990	D329,099	09/01/1992
OUTDOOR LIGHT (SL-4)	02/09/1990	D329,100	09/01/1992

**Exhibit D**  
The Brinkmann Corporation  
U.S. Patents

U.S. PATENT NAME	FILING DATE	PATENT/APP . NO.	ISSUE DATE
SOLAR POWERED OUTDOOR LIGHT (MIRAGE)	10/3/00 & 2/14/01	D446,335	08/07/2001
SOLAR POWERED OUTDOOR LIGHT (CYPRESS)	12/29/2000	D458,702	06/11/2002
SOLAR POWERED OUTDOOR LIGHT (HANGING CYPRESS)	03/06/2001	29/138,178	
SOLAR POWERED OUTDOOR LIGHT (VICTORIAN)	12/29/2000	D461,921	08/20/2002
SOLAR POWERED OUTDOOR LIGHT (VICTORIAN)	12/29/2000	D455,514	04/09/2002
SOLAR POWERED OUTDOOR LIGHT (KETTLE LANTERN)	03/06/2001	D457,978	05/28/2002
SOLAR POWERED OUTDOOR LIGHT (PAGODA LANTERN)	03/06/2001	D457,676	05/21/2002
SOLAR POWERED OUTDOOR LIGHT (FIJI TORCH)	2/27/2001	29/137,805	
SOLAR POWERED OUTDOOR LIGHT (MAIN)	08/06/2002		
SOLAR POWERED OUTDOOR LIGHT (MODERN PAGODA - Target Model)	04/10/2001	D461,578	08/13/2002
SOLAR POWERED OUTDOOR LIGHT (NEW VICTORIAN - Target Model)	04/10/2001	29/140,070	
SOLAR POWERED OUTDOOR LIGHT (PATIO)	08/06/2002		
SOLAR POWERED OUTDOOR LIGHT (PROVINCIAL)	08/06/2002		
SOLAR POWERED OUTDOOR LIGHT (TULIP - Target Model)	04/10/2001	D462,134	08/27/2002
SOLAR POWERED OUTDOOR LIGHT (ROUND LANTERN - Target Model)	04/10/2001	D461,577	08/13/2002
SOLAR POWERED OUTDOOR LIGHT (SL-2/SL-3)	02/06/1989	D318,135	07/09/1991
SOLAR POWERED OUTDOOR LIGHT (URBAN)	08/06/2002		
SOLAR POWERED OUTDOOR LIGHT (Window Pane)	08/06/2002		
SOLAR RECHARGEABLE LIGHT (SL-2/SL-3)	08/11/1989	5,055,984	10/08/1991
SPOTLIGHT (Mini Q-Beam)	06/03/1999	D436,200	01/09/2001
SPOTLIGHT (700,000 CP, 12V Spotlight)	08/23/2001	D461,266	08/06/2002
SWITCH FOR PORTABLE LIGHT SOURCE (Legend, Tail Switch)	08/13/1990	5,091,611	02/25/1992
UNDERWATER LAMP HAVING WATERTIGHT ELECTRICAL CONNECTION	07/10/1989	4,947,304	08/07/1990
VACUUM CLEANER - McCambridge	10/16/1986	4,688,293	08/25/1987
VACUUM CLEANER - McCambridge	03/11/1987	4,783,878	11/15/1988

**Exhibit D**  
**The Brinkmann Corporation**  
**Foreign Patents**

<b>FOREIGN PATENT NAME</b>	<b>COUNTRY</b>	<b>FILING DATE</b>	<b>PATENT/ APP. NO.</b>	<b>ISSUE DATE</b>
FLASHLIGHT - Legend Design	Australia	09/23/1988	104,087	06/01/1989
FLASHLIGHT - Legend Design	France	09/23/1988	265,763	10/04/1989
FLASHLIGHT - Legend Design	Germany	09/23/1988	M 88 01 998.5	06/28/1989
FLASHLIGHT - Legend Design	Japan	09/24/1988	796,666	06/27/1990
FLASHLIGHT - Legend Design	United Kingdom	09/27/1988	1053741	03/23/1988
FLASHLIGHT - LED	Benelux	01/12/2001	77889-00	07/23/2001
FLASHLIGHT - LED	Canada	01/12/2001	92980	07/20/2001
FLASHLIGHT - LED	China	01/16/2001	01300918.4	09/19/2001
FLASHLIGHT - LED	France	01/19/2001	010333	06/08/2001
FLASHLIGHT - LED	Germany	01/22/2001	40100708.1	04/20/2001
FLASHLIGHT - LED	Hong Kong	01/12/2001	0110059.7	03/16/2001
FLASHLIGHT - LED	Japan	01/19/2001	1123807	08/24/2001
FLASHLIGHT - LED	Mexico	01/25/2001	1	
FLASHLIGHT - LED	United Kingdom	01/11/2001	20987	
FLASHLIGHT - LED (Utility)	PCT	06/18/2001	PCT/ US01/ 41035	
FLASHLIGHT - LED II	Benelux	02/20/2002	34101-02	08/21/2002
FLASHLIGHT - LED II	Canada	02/20/2002	2002-0433	
FLASHLIGHT - LED II	China	02/21/2002	2304406.3	
FLASHLIGHT - LED II	France	02/21/2002	21265	
FLASHLIGHT - LED II	Germany	02/21/2002	40201554.1	04/19/2002
FLASHLIGHT - LED II	Hong Kong	02/20/2002	0210238.8	05/03/2002
FLASHLIGHT - LED II	Japan	02/21/2002	2002-004390	
FLASHLIGHT - LED II	Mexico	02/21/2002	2002-000210	
FLASHLIGHT - LED II	United Kingdom	02/21/2002	3001644	
FLASHLIGHT - LITHIUM	Benelux	02/20/2002	34101-01	08/21/2002
FLASHLIGHT - LITHIUM	Canada	02/20/2002	2002-0432	
FLASHLIGHT - LITHIUM	China	02/21/2002	2304407.1	
FLASHLIGHT - LITHIUM	France	02/21/2002	21264	
FLASHLIGHT - LITHIUM	Germany	02/21/2002	40201556.8	04/19/2002
FLASHLIGHT - LITHIUM	Hong Kong	02/20/2002	0210237.6	05/03/2002
FLASHLIGHT - LITHIUM	Japan	02/21/2002	2002-004389	
FLASHLIGHT - LITHIUM	Mexico	02/21/2002	2002-000211	
FLASHLIGHT - LITHIUM	United Kingdom	02/21/2002	3001645	06/19/2002
LIGHT AND MOTION SENSOR (SL-7)	Australia	08/31/1990	110,691	03/27/1991
LIGHT AND MOTION SENSOR (SL-7)	Benelux	08/29/1990	20,471	08/29/1990
LIGHT AND MOTION SENSOR (SL-7)	France	08/31/1990	291,476	01/04/1991
LIGHT AND MOTION SENSOR (SL-7)	Germany	08/31/1990	M 90 05 841.0	08/14/1991
LIGHT AND MOTION SENSOR (SL-7)	Italy	08/31/1990	59453	06/21/1993

**Exhibit D**  
**The Brinkmann Corporation**  
**Foreign Patents**

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LIGHT AND MOTION SENSOR (SL-7)	United Kingdom	08/31/1990	2,009,365	03/02/1990
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR101 - TIER	Australia	11/06/1991	114524	07/20/1992
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR101 - TIER	Benelux	11/05/1991	22063-01	11/05/1991
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR101 - TIER	Canada	11/07/1991	70474	04/21/1992
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR101 - TIER	France	11/05/1991	916898	01/21/1992
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR101 - TIER	Germany	11/07/1991	M 91 07 958.6	04/15/1992
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR101 - TIER	Great Britain	05/07/1991	2018816	05/18/1992
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR101 - TIER	Italy	11/07/1991	00061425	10/03/1994
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR102 - HERITAGE	Australia	11/06/1991	114525	07/20/1992
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR102- HERITAGE	Benelux	11/05/1991	22063-02	11/05/1991
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR102- HERITAGE	Canada	11/07/1991	70475	04/21/1992
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR102- HERITAGE	France	11/05/1991	916897	01/21/1992
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR102- HERITAGE	Germany	11/07/1991	M 91 07 958.6	04/15/1992
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR102- HERITAGE	Great Britain	05/07/1991	2018817	05/18/1992
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR102- HERITAGE	Italy	11/07/1991	00061426	10/03/1994
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR103 - SIERRA	Australia	11/06/1991	114526	07/20/1992
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR103 - SIERRA	Benelux	11/05/1991	22063-03	11/05/1991
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR103 - SIERRA	Canada	11/07/1991	70476	04/21/1992
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR103 - SIERRA	France	11/05/1991	916896	01/21/1992
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR103 - SIERRA	Germany	11/07/1991	M 91 07 958.6	04/15/1992

**Exhibit D**  
The Brinkmann Corporation  
Foreign Patents

<b>FOREIGN PATENT NAME</b>	<b>COUNTRY</b>	<b>FILING DATE</b>	<b>PATENT/ APP. NO.</b>	<b>ISSUE DATE</b>
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR103 - SIERRA	Great Britain	05/07/1991	2018818	05/18/1992
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR103 - SIERRA	Italy	11/07/1991	00061427	10/03/1994
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR103 - SIERRA	Japan	11/07/1991	891276	11/30/1993
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR104 - FLOOD	Australia	11/06/1991	115524	11/02/1992
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR104 - FLOOD	Benelux	11/05/1991	22063-04 - 07	11/05/1992
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR104 - FLOOD	Canada	11/07/1991	70477	04/21/1992
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR104 - FLOOD	France	11/05/1991	916895	07/05/1996
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR104 - FLOOD	Germany	11/07/1991	M 91 07 958.6	04/15/1992
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR104 - FLOOD	Great Britain	05/07/1991	2021582	09/21/1992
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR104 - FLOOD	Great Britain	05/07/1991	2018819	09/21/1992
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR104 - FLOOD	Italy	11/07/1991	00061428	10/03/1994
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR105 - Connector	Canada	08/07/1992	2,075,606	04/23/1996
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR105 - Connector	Mexico	08/07/1992	180100	11/16/1995
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR106 - Lens	Canada	08/07/1992	2,075,532	02/27/1996
LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR106 - Lens	Mexico	08/07/1992	177824	04/28/1995
NEXSTAR FLASHLIGHT - NexStar Design (All 3 Designs)	Benelux	12/23/1998	30611-01/09	09/22/1999
NEXSTAR FLASHLIGHT - NexStar Design (All 3 Designs)	Canada	12/23/1998	88176	11/26/1999
NEXSTAR FLASHLIGHT - NexStar Design (All 3 Designs)	France	12/23/1998	541513-541542	05/28/1999
NEXSTAR FLASHLIGHT - NexStar Design (All 3 Designs)	Germany	12/21/1998	4 98 12 717.6	07/15/1999



**Exhibit D**  
**The Brinkmann Corporation**  
**Foreign Patents**

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NEXSTAR FLASHLIGHT - NexStar Design (All 3 Designs)	Mexico	01/04/1999	12142	01/10/2001
NEXSTAR FLASHLIGHT - NexStar Design (Metal Only)	China	12/25/1998	ZL 98 3 29820.3	10/30/1999
NEXSTAR FLASHLIGHT - NexStar Design (Metal Only)	Hong Kong	12/23/1998	9811630.6 M001	12/23/1998
NEXSTAR FLASHLIGHT - NexStar Design (Metal Only)	Japan	12/28/1998	39332/98	
NEXSTAR FLASHLIGHT - NexStar Design (Metal Only)	United Kingdom	12/23/1998	2080005	06/26/1998
NEXSTAR FLASHLIGHT - NexStar Design With Knurling	China	12/25/1998	ZL 98 3 29822.X	02/05/2000
NEXSTAR FLASHLIGHT - NexStar Design With Knurling	Hong Kong	12/23/1998	9811630.6 M002	12/23/1998
NEXSTAR FLASHLIGHT - NexStar Design With Knurling	Japan	12/28/1998	39333/98	
NEXSTAR FLASHLIGHT - NexStar Design With Knurling	United Kingdom	12/23/1998	2080007	06/26/1998
NEXSTAR FLASHLIGHT - NexStar Design With Sleeve	China	12/25/1998	ZL 98 3 29821.1	05/18/2000
NEXSTAR FLASHLIGHT - NexStar Design With Sleeve	Hong Kong	12/23/1998	9811630.6 M003	12/23/1998
NEXSTAR FLASHLIGHT - NexStar Design With Sleeve	Japan	12/28/1998	39334/98	
NEXSTAR FLASHLIGHT - NexStar Design With Sleeve	United Kingdom	12/23/1998	2080006	06/26/1998
OUTDOOR KITCHEN GRILL (Brinkmann Backyard Kitchen)	Benelux	03/19/2001	33465-00	02/21/2002
OUTDOOR KITCHEN GRILL (Brinkmann Backyard Kitchen)	Canada	03/16/2001	2001-0675	
OUTDOOR KITCHEN GRILL (Brinkmann Backyard Kitchen)	China	03/19/2001	ZL 01301799.3	06/19/2002
OUTDOOR KITCHEN GRILL (Brinkmann Backyard Kitchen)	France	03/16/2001	635733	11/28/2001
OUTDOOR KITCHEN GRILL (Brinkmann Backyard Kitchen)	Germany	03/19/2001	40102689.2	05/07/2001
OUTDOOR KITCHEN GRILL (Brinkmann Backyard Kitchen)	Hong Kong	03/16/2001	1103.83	

**Exhibit D**  
**The Brinkmann Corporation**  
**Foreign Patents**

<b>FOREIGN PATENT NAME</b>	<b>COUNTRY</b>	<b>FILING DATE</b>	<b>PATENT/ APP. NO.</b>	<b>ISSUE DATE</b>
OUTDOOR KITCHEN GRILL (Brinkmann Backyard Kitchen)	Japan	03/19/2001	1129984	11/02/2001
OUTDOOR KITCHEN GRILL (Brinkmann Backyard Kitchen)	Mexico	03/19/2001	000-290	
OUTDOOR KITCHEN GRILL (Brinkmann Backyard Kitchen)	United Kingdom	03/16/2001	2100337	09/19/2000
OUTDOOR LIGHT (SL-2/SL-3)	Australia	07/11/1989	108,230	07/12/1990
OUTDOOR LIGHT (SL-2/SL-3)	France	07/06/1989	894,445	04/25/1990
OUTDOOR LIGHT (SL-2/SL-3)	Germany	07/24/1989	M 89 05 222.6	01/31/1990
OUTDOOR LIGHT (SL-2/SL-3)	Japan	07/27/1989	0862064	11/27/1992
OUTDOOR LIGHT (SL-2/SL-3)	United Kingdom	02/06/1989	1061043	02/06/1989
PORTABLE LIQUID DISPENSER WITH CARRYING CASE	Canada	05/19/1987	1,221,947	05/19/1987
3)	Canada	08/10/1990	2,064,801	01/02/2001
SPOTLIGHT (Mini Q-Beam)	Benelux	12/02/1999	76487-00	
SPOTLIGHT (Mini Q-Beam)	Canada	12/03/1999	91348	01/19/2001
SPOTLIGHT (Mini Q-Beam)	China	12/03/1999	ZL 99 340 195.3	09/30/2000
SPOTLIGHT (Mini Q-Beam)	France	12/03/1999	997467	04/14/2000
SPOTLIGHT (Mini Q-Beam)	Germany	12/03/1999	499 11 197.4	02/15/2000
SPOTLIGHT (Mini Q-Beam)	Hong Kong	12/03/1999	9911644.6	12/03/1999
SPOTLIGHT (Mini Q-Beam)	Japan	12/03/1999	1088589	08/11/2000
SPOTLIGHT (Mini Q-Beam)	Mexico	12/02/1999	13027	10/10/2001
SPOTLIGHT (Mini Q-Beam)	United Kingdom	12/03/1999	2088554	06/03/1999
SWITCH FOR PORTABLE LIGHT SOURCE (Legend, Tail Switch)	Australia	10/24/1989	637019	09/24/1993
SWITCH FOR PORTABLE LIGHT SOURCE (Legend, Tail Switch)	Canada	10/24/1989	2001310	01/08/2002
UNDERWATER LAMP W/WATERTIGHT ELEC CONNECTION	United Kingdom	07/05/1990	2 234 342	07/15/1992

EXHIBIT E

Principal Place of Business and Mailing Address:

4215 McEwen Road  
Dallas, TX 75244

**Trademark Registrations**

<b>U.S. TRADEMARK</b>	<b>FILED</b>	<b>SERIAL/REG NO.</b>	<b>REGISTER DATE</b>
BIG MAX	05/06/1982	1,240,166	05/31/1983
BLACK MAX	05/06/1982	1,240,165	05/31/1983
BLUE MAX	09/26/2001	1,171,099	
BRINKMANN (Word Mark)			
BRINKMANN (Stylized)	11/13/1978	1,153,730	05/12/1981
COOK'N CAJUN (Stylized)	05/26/1971	944,069	10/03/1972
ENDURA	09/19/2000	2,577,651	06/11/2002
FISH ATTRACTOR	02/23/2001	1,147,585	02/23/2001
GLOW GRIP	09/25/1995	2,036,280	02/04/1997
HOME/GUARD	04/07/1989	1,565,778	11/14/1989
LEGEND	04/07/1989	2,131,523	01/27/1998
MAGNUM MAX	04/07/1989	1,567,003	11/21/1989
MAXFIRE	08/26/1994	1,919,542	09/19/1995
MAXSTAR	04/07/1989	1,565,777	11/14/1989
MICRO-MAX	07/15/1987	1,474,878	02/02/1988
MR. MEAT SMOKER	08/08/1993	1,845,540	07/19/1994
NEXSTAR	09/24/1998	2,376,021	08/08/2000
PITMASTER	08/15/1994	1,977,680	06/04/1996
POW-R-VAC	10/30/1990	1,688,801	05/26/1992
PRO GRIP	08/15/1994	1,911,251	08/15/1995
PRO-MAX	10/09/1990	1,658,148	09/24/1991
Q-BEAM SPOT/FLOOD	10/11/2000	2,600,421	07/30/2002
SHOP KEEPER	07/07/1995	1,985,518	07/09/1996
SMOKE KING	01/28/1983	1,273,424	04/10/1984
SMOKE'N GRILL	09/22/2000	2,603,776	08/06/2002
SMOKE 'N PIT	12/27/2001	1,184,641	
SMOKER'S BLEND	08/14/1993	1,845,322	07/19/1994
SMOKESHOP	02/22/1994	1,966,142	04/09/1996
SOLAR MAX	03/21/1989	1,567,000	11/21/1989
TRAILMASTER	08/03/2000	2,589,591	07/02/2002
TREASURE SENSOR	08/20/2001	2,604,522	08/06/2002
TRI MAX	10/09/1990	1,720,085	09/29/1992
TROUBLESHOOTER	04/07/1989	1,567,004	11/21/1989
WEEKENDER	01/11/1995	1,938,846	11/28/1995
WINDY	03/19/1982	1,256,766	11/08/1983

**Trademark Applications**

<b>TRADEMARK</b>	<b>APP. DATE</b>	<b>APP. NO.</b>
BACKROADS	08/04/2000	76/103,119
BRINKMANN BACKYARD KITC	10/11/2000	76/145,244
LONGHORN	08/03/2000	76/103,381
PAGODA	05/29/2001	76/265,187
REBEL	08/20/2001	76/302,607
ROADMASTER	08/04/2000	76/103,120
SOLAR GALLERY	09/19/2000	76/132,004
STILLWATER	08/04/2000	76/103,121

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