

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Grant of Trademark Security Interest
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Loew-Cornell, Inc.		04/24/2004	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA	
Name:	Canadian Imperial Bank of Commerce, as Administrative Agent
Street Address:	425 Lexington Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Unknown:

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Serial Number:	78334352	ULTRA BRISTLE
Serial Number:	78301065	ARTTEC BRISTLE SUPREME
Serial Number:	78301028	CLASSIC BRISTLE
Serial Number:	78266776	TOTALLY BRUSHES
Serial Number:	78231922	LC
Serial Number:	78231872	LC
Serial Number:	78227919	LC
Serial Number:	78167253	BRUSH POWER
Serial Number:	76511997	BUNCH OF BRUSHES
Serial Number:	76511632	COLOR ACTION
Serial Number:	78349324	LOEW-CORNELL SOFT COMFORT
Registration Number:	2760393	SPONGIT
Registration Number:	2599173	LOEW-CORNELL COMFORT
Registration Number:	2130000	SERVING THE ARTIST, CERAMIST & HOBBYIST

CH \$865.00 78334352

Registration Number:	1788209	BETTER WAY
Registration Number:	1788208	BETTER WAY
Registration Number:	1780998	ONE STEP
Registration Number:	1770979	BETTER WAY BRUSH PRODUCTS
Registration Number:	1770978	BETTER WAY
Registration Number:	1660863	BRUSH WELL
Registration Number:	1648533	MIRACLE-WEDGE
Registration Number:	1593015	RAKE
Registration Number:	1603706	TIGHT SPOT
Registration Number:	1554658	LA CORNEILLE
Registration Number:	1553711	MIXTIQUE
Registration Number:	1537830	BRUSH TUB
Registration Number:	1526807	BRUSH-UP
Registration Number:	1576311	MULTI BIN
Registration Number:	1349461	LC
Registration Number:	1349460	LOEW CORNELL
Registration Number:	1354003	LC
Registration Number:	1354002	LOEW CORNELL
Registration Number:	1325537	ARTTEC
Registration Number:	0988965	ART.TEC

CORRESPONDENCE DATA

Fax Number: (213)430-6407
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: gdurham@omm.com
 Correspondent Name: Gina M. Durham, Esq.
 Address Line 1: 400 South Hope Street
 Address Line 4: Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER: Gina M. Durham, Esq.

Total Attachments: 5
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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, LOEW-CORNELL, INC., a New Jersey corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Jarden Corporation, a Delaware corporation (formerly known as Alltrista Corporation) (the "**Company**") has entered into an Amended and Restated Credit Agreement dated as of September 2, 2003 (said Amended and Restated Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**") and Canadian Imperial Bank of Commerce (as successor by replacement to Bank of America, N.A.), as Administrative Agent for the Lenders (in such capacity, "**Secured Party**"), pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to the Company; and

WHEREAS, Company may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the "**Lender Swap Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Swap Agreements are entered into (in such capacity, collectively, "**Swap Counterparties**"); and

WHEREAS, Grantor has executed and delivered that certain Guaranty Joinder Agreement dated as of April 24, 2004 (said Guaranty Joinder Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Guaranty**") in favor of Secured Party for the benefit of Lenders and any Swap Counterparties, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Swap Agreements, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of an Intellectual Property Security Agreement (by joinder or otherwise) (the "**IP Security Agreement**") dated as of April 24, 2002, among Grantor, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral; and

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "Trademarks"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party 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.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 24th day of April, 2004.

LOEW-CORNELL, INC.

By: 

Name: Desiree DeStefano
Title: Vice President

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Registered Trademarks:

	<u>Owner</u>	<u>United States Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
1.	Loew-Cornell, Inc.	SPONGITS	2760393	09/02/03
2.	Loew-Cornell, Inc.	LOEW-CORNELL COMFORT	2599173	07/23/02
3.	Loew-Cornell, Inc.	SERVING THE ARTIST, CERAMIST & HOBBYIST	2130000	01/20/98
4.	Loew-Cornell, Inc.	BETTER WAY	1788209	08/17/93
5.	Loew-Cornell, Inc.	BETTER WAY	1788208	08/17/03
6.	Loew-Cornell, Inc.	ONE STEP	1780998	07/13/93
7.	Loew-Cornell, Inc.	BETTER WAY BRUSH PRODUCTS	1770979	05/18/93
8.	Loew-Cornell, Inc.	BETTER WAY	1770978	05/18/93
9.	Loew-Cornell, Inc.	BRUSH WELL	1660863	10/15/91
10.	Loew-Cornell, Inc.	MIRACLE-WEDGE	1648533	06/18/91
11.	Loew-Cornell, Inc.	RAKE	1593015	04/24/90
12.	Loew-Cornell, Inc.	TIGHT SPOT	1603706	06/26/90
13.	Loew-Cornell, Inc.	LA CORNEILLE	1554658	09/05/89
14.	Loew-Cornell, Inc.	MIXTIQUE	1553711	08/29/89
15.	Loew-Cornell, Inc.	BRUSH TUB	1537830	05/02/89
16.	Loew-Cornell, Inc.	BRUSH-UP	1526807	02/28/89
17.	Loew-Cornell, Inc.	MULTI BIN	1576311	01/09/90
18.	Loew-Cornell, Inc.	LC (Stylized)	1349461	07/16/85
19.	Loew-Cornell, Inc.	LOEW CORNELL	1349460	07/16/85
20.	Loew-Cornell, Inc.	LC (Stylized)	1354003	08/13/85

Schedule A-1

LA3:1068160.2

**TRADEMARK
REEL: 002899 FRAME: 0791**

	<u>Owner</u>	<u>United States Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
21.	Loew-Cornell, Inc.	LOEW CORNELL	1354002	08/13/85
22.	Loew-Cornell, Inc.	ARTTEC (Stylized)	1325537	03/19/85
23.	Loew-Cornell, Inc.	ART.TEC (Stylized)	0988965	07/24/74

Pending Trademarks:

	<u>Applicant</u>	<u>Application Number</u>	<u>File Date</u>	<u>Mark</u>
1.	Loew-Cornell, Inc.	78-334352	12/01/03	ULTRA BRISTLE
2.	Loew-Cornell, Inc.	78-301065	09/16/03	ARTTEC BRISTLE SUPREME
3.	Loew-Cornell, Inc.	78-301028	09/16/03	CLASSIC BRISTLE
4.	Loew-Cornell, Inc.	78-266776	06/25/03	TOTALLY BRUSHES
5.	Loew-Cornell, Inc.	78-231922	03/31/03	LC (and Design)
6.	Loew-Cornell, Inc.	78-231872	03/23/04	LC (Design)
7.	Loew-Cornell, Inc.	78-227919	03/20/03	DESIGN ONLY-ARTIST PALETTE & BRUSH (and Design)
8.	Loew-Cornell, Inc.	78-167253	09/24/02	BRUSH POWER
9.	Loew-Cornell, Inc.	76-511997	05/05/03	BUNCH OF BRUSHES
10.	Loew-Cornell, Inc.	76-511632	05/05/03	COLOR ACTION
11.	Loew-Cornell, Inc.	78-349324	01/08/04	LOEW-CORNELL SOFT COMFORT

Schedule A-2

LA3:1068160.2

RECORDED: 07/23/2004

TRADEMARK
REEL: 002899 FRAME: 0792