

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Earth Products Inc.		12/07/2007	INC. ASSOCIATION:
JT Sports LLC		12/07/2007	LIMITED LIABILITY COMPANY:
K-2 Corporation		12/07/2007	CORPORATION:
Marmot Mountain, LLC		12/07/2007	LIMITED LIABILITY COMPANY:
Penn Fishing Tackle Mfg. Co.		12/07/2007	COMPANY:
Rawlings Sporting Goods Company, Inc.		12/07/2007	INC. ASSOCIATION:
Shakespeare Company, LLC		12/07/2007	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	Lehman Commercial Paper Inc.
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	INC. ASSOCIATION:

PROPERTY NUMBERS Total: 76

Property Type	Number	Word Mark
Registration Number:	2183202	PLANET EARTH
Registration Number:	2185219	PLANET EARTH
Registration Number:	2464288	PLANET EARTH
Registration Number:	3224257	JT
Registration Number:	2338080	JT
Registration Number:	2760997	JT

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Registration Number:	1093050	JT
Registration Number:	1973864	K2
Registration Number:	1009280	K2
Registration Number:	1011709	K2
Registration Number:	1010160	K2
Registration Number:	1028210	K2
Registration Number:	781708	K2
Registration Number:	1817410	K2
Registration Number:	1744540	K2
Registration Number:	2554079	K2
Registration Number:	2724316	K2
Registration Number:	2877050	K2
Registration Number:	2821301	K2
Registration Number:	2827791	K2
Registration Number:	3091014	K2
Registration Number:	3096392	K2
Registration Number:	2974265	K2
Registration Number:	3069070	K2
Registration Number:	3096393	K2
Registration Number:	3091015	K2
Registration Number:	3171129	K2
Registration Number:	1878248	RIDE
Registration Number:	1461945	MARMOT
Registration Number:	1462942	MARMOT
Registration Number:	2564989	MARMOT
Registration Number:	2756636	MARMOT
Registration Number:	0674119	PENN
Registration Number:	1009548	PENN
Registration Number:	1009216	PENN
Registration Number:	1011618	R
Registration Number:	1276246	R
Registration Number:	799922	RAWLINGS
Registration Number:	802164	RAWLINGS
Registration Number:	1337914	RAWLINGS
Registration Number:	1252330	RAWLINGS

Registration Number:	412343	RAWLINGS
Registration Number:	1149932	RAWLINGS
Registration Number:	1147720	RAWLINGS
Registration Number:	1474756	SHAKESPEARE
Registration Number:	1500945	SHAKESPEARE
Registration Number:	1502987	SHAKESPEARE
Registration Number:	1511029	SHAKESPEARE
Registration Number:	2213444	SHAKESPEARE
Registration Number:	2183050	SHAKESPEARE
Registration Number:	2211805	SHAKESPEARE
Registration Number:	2241288	SHAKESPEARE
Registration Number:	2242083	SHAKESPEARE
Registration Number:	2242084	SHAKESPEARE
Registration Number:	2241290	SHAKESPEARE
Registration Number:	2241287	SHAKESPEARE
Registration Number:	2490605	SHAKESPEARE
Registration Number:	3303602	SHAKESPEARE
Registration Number:	2831616	SHAKESPEARE SINCE 1897
Registration Number:	359879	SHAKESPEARE
Serial Number:	78726038	JT
Serial Number:	78726042	JT
Serial Number:	78726253	JT
Serial Number:	77106558	JT SPORTS
Serial Number:	77106511	JT SPORTS
Serial Number:	77106515	JT SPORTS
Serial Number:	78891490	K2
Serial Number:	78651478	K2
Serial Number:	78637301	K2
Serial Number:	78951329	K2
Serial Number:	77273642	K2
Serial Number:	77023608	K2
Serial Number:	77023617	K2
Serial Number:	78336472	K2
Serial Number:	78909356	SHAKESPEARE
Serial Number:	77068777	SHAKESPEARE

TRADEMARK

REEL: 003701 FRAME: 0462

CORRESPONDENCE DATA

Fax Number: (212)310-8007

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: philip.ratner@weil.com, suzanne.inglis@weil.com

Correspondent Name: Philip Ratner c/o Weil, Gotshal Manges

Address Line 1: 767 Fifth Ave

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	73683.0908.6847
NAME OF SUBMITTER:	Philip Ratner
Signature:	/Philip Ratner/
Date:	01/22/2008

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 7, 2007, by each of the entities listed on the signature pages hereof (each a "*Grantor*" and, collectively, the "*Grantors*"), in favor of Lehman Commercial Paper Inc. ("*Lehman*"), as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "*Administrative Agent*").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of January 24, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among JARDEN CORPORATION (the "*Borrower*"), the Lenders and L/C Issuers party thereto and the Administrative Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors other than the Borrower are party to the Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, all the Grantors are party to a Pledge and Security Agreement, dated as of January 24, 2005, in favor of the Administrative Agent (as the same may be amended, supplemented or otherwise modified from time to time, the "*Security Agreement*"), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement, as the case may be.

Section 2. Grant of Security Interest in Trademark Collateral

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Intellectual Property Collateral*");

(a) all of its Trademarks and Trademark Licenses to which it is a party, referred to on *Schedule I* hereto; and

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all Proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Section 3. Security Agreement

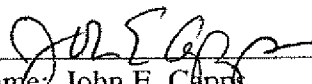
The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and 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.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

EARTH PRODUCTS INC.
JT SPORTS LLC
K-2 CORPORATION
MARMOT MOUNTAIN, LLC
PENN FISHING TACKLE MFG. CO.
RAWLINGS SPORTING GOODS
COMPANY, INC.
SHAKESPEARE COMPANY, LLC,
as Grantors

By: 
Name: John E. Capps
Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

LEHMAN COMMERCIAL PAPER INC.,
as Administrative Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


Very truly yours,

EARTH PRODUCTS INC.
JT SPORTS LLC
K-2 CORPORATION
MARMOT MOUNTAIN, LLC
PENN FISHING TACKLE MFG. CO.
RAWLINGS SPORTING GOODS
COMPANY, INC.
SHAKESPEARE COMPANY, LLC,
as Grantors

By: _____
Name: John E. Capps
Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

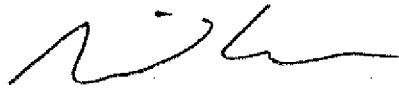
LEHMAN COMMERCIAL PAPER INC.,
as Administrative Agent

By:  _____
Name: Craig Malloy
Title: Authorized Signatory

ACKNOWLEDGMENT OF GRANTORS

State of Florida)
) ss.
County of Palm Beach)

On this 7th day of ~~December~~ 2007, before me personally appeared John E. Capps, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Earth Products Inc., JT Sports LLC, K-2 Corporation, Marmot Mountain, LLC, Penn Fishing Tackle Mfg. Co., Rawlings Sporting Goods Company, Inc. and Shakespeare Company, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said entities, that the said instrument was signed on behalf of said entities as authorized by their respective Boards of Directors and/or Sole Member and that he acknowledged said instrument to be the free act and deed of said entities.



Notary Public

NOTARY PUBLIC-STATE OF FLORIDA
Richard Sharpe
Commission # DD579958
Expires: SEP 12, 2010
BONDED THRU ATLANTIC BONDING CO., INC.

*I, Richard Sharpe, Notary Public
in and for the State of Florida,
personally know John E. Capps.*

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Earth Products Inc.

Trademark	Country	Registration No.	Expiration Date
PLANET EARTH	United States of America	2,183,202	25-Aug-2008
PLANET EARTH	United States of America	2,185,219	01-Sep-2008
PLANET EARTH	United States of America	2,464,288	26-Jun-2011

JT Sports LLC

Trademark	Country	Trademark Status	Registration No.
JT	United States of America	Published	Application No. 78/726,038
JT	United States of America	Published	Application No. 78/726,042
JT	United States of America	Published	Application No. 78/726,253
JT	United States of America	Registered	3,224,257
JT	United States of America	Registered	2,338,080
JT	United States of America	Registered	2,760,997
JT	United States of America	Registered	1,093,050
JT SPORTS	United States of America	Published	Application No. 77/106,558
JT SPORTS	United States of America	Published	Application No. 77/106,511
JT SPORTS	United States of America	Published	Application No. 77/106,515

K-2 Corporation

Trademark	Country	Trademark Status	Application #	Registration No.
K2	United States of America	Opposed	Application No. 78/891,490	
K2	United States of America	Published	78/651,478	
K2	United States of America	Registered	74/359,920	1,973,864
K2	United States of America	Registered	72/452,508	1,009,280
K2	United States of America	Registered	73/034,945	1,011,709

K2	United States of America	Registered	72/452,510	1,010,160
K2	United States of America	Registered	72/452,509	1,028,210
K2	United States of America	Registered	72/185,521	781,708
K2	United States of America	Registered	74/006,498	1,817,410
K2	United States of America	Registered	74/162,374	1,744,540
K2	United States of America	Registered	76/130,570	2,554,079
K2	United States of America	Registered	78/146,548	2,724,316
K2	United States of America	Registered	78/180,512	2,877,050
K2	United States of America	Registered	78/227,320	2,821,301
K2	United States of America	Registered	78/172,114	2,827,791
K2 and Design (PRIMARY)	United States of America	Opposed	78/637,301	
K2 and Design (PRIMARY)	United States of America	Pending	78/951,329	
K2 and Design (Primary)	United States of America	Pending	77/273,642	
K2 and Design (PRIMARY)	United States of America	Published	77/023,608	
K2 and Design (PRIMARY)	United States of America	Published	77/023,617	
K2 and Design (PRIMARY)	United States of America	Published	78/336,472	
K2 and Design (PRIMARY)	United States of America	Registered	78/336,462	3,091,014
K2 and Design (PRIMARY)	United States of America	Registered	78/336,466	3,096,392
K2 and Design (PRIMARY)	United States of America	Registered	78/336,469	2,974,265
K2 and Design (PRIMARY)	United States of America	Registered	78/336,592	3,069,070
K2 and Design (PRIMARY)	United States of America	Registered	78/336,476	3,096,393
K2 and Design (PRIMARY)	United States of America	Registered	78/336,478	3,091,015
K2 and Design (Primary)	United States of America	Registered	78/754,290	3,171,129
RIDE	United States of America	Registered	74/310,891	1,878,248

Marmot Mountain, LLC

Trademark	Country	App No	Reg No	Reg No	Status
MARMOT	United States	73-651731	10/20/87	1461945	Registered
MARMOT	United States	73-651732	10/27/87	1462942	Registered

Trademark	Country	APP NO.	FILED	REG. NO.	Status
MARMOT	United States	76-029155	4/20/02	2564989	Registered
MARMOT	United States	76-029157	4/26/03	2756636	Registered

Penn Fishing Tackle Mfg. Co

Trademark	Country	APP NO.	REG. NO.	Status
PENN	United States	72-048047	0674119	Registered
PENN	United States	014599	1009548	Registered
PENN	United States	020632	1009216	Registered

Rawlings Sporting Goods Company, Inc.

Trademark	Country	APP NO.	REG. NO.	Status	
R and Design	United States	73/021,835	1011618	Registered	28
R and Design	United States	73/349,745	1276246	Registered	25
RAWLINGS	United States	72/209,535	799922	Registered	25
RAWLINGS	United States	72/209,302	802164	Registered	28
RAWLINGS and Design	United States	73/473,350	1337914	Registered	18
RAWLINGS and Design	United States	73/349,747	1252330	Registered	25
RAWLINGS and Design	United States	71/475,586	412343	Registered	28
RAWLINGS and Design	United States	73/179,339	1149932	Registered	28
RAWLINGS and Design	United States	73/179,337	1147720	Registered	25

Shakespeare Company, LLC

Trademark	Country	Status	Application No.	Registered No.
SHAKESPEARE	United States of America	Registered	73/669,117	1,474,756
SHAKESPEARE	United States of America	Registered	73/682,195	1,500,945
SHAKESPEARE	United States of America	Registered	73/682,191	1,502,987
SHAKESPEARE	United States of America	Registered	73/669,302	1,511,029
SHAKESPEARE	United States of America	Registered	75/292,765	2,213,444
SHAKESPEARE	United States of America	Registered	75/314,167	2,183,050
SHAKESPEARE	United States of America	Registered	75/291,725	2,211,805
SHAKESPEARE	United States of America	Registered	75/360,904	2,241,288
SHAKESPEARE	United States of America	Registered	75/361,075	2,242,083
SHAKESPEARE	United States of America	Registered	75/361,085	2,242,084
SHAKESPEARE	United States of America	Registered	75/361,065	2,241,290
SHAKESPEARE	United States of America	Registered	75/360,900	2,241,287

SHAKESPEARE	United States of America	Registered	76/122,915	2,490,605
SHAKESPEARE	United States of America	Registered	78/586,346	3,303,602
SHAKESPEARE	United States of America	Suspended	78/909,356	
SHAKESPEARE	United States of America	Published	77/068,777	
SHAKESPEARE & DESIGN (COLOR)	United States of America	Registered		
SHAKESPEARE & DESIGN 1897 (COLOR)	United States of America	Registered	76/507,204	2,831,616
SHAKESPEARE (STYLIZED)	United States of America	Registered		
SHAKESPEARE (STYLIZED)	United States of America	Registered	71/406,155	359,879