

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Security Interests

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lehman Commercial Paper Inc.		01/29/2009	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Deutsche Bank AG New York Branch
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	COMPANY: GERMANY

PROPERTY NUMBERS Total: 64

Property Type	Number	Word Mark
Registration Number:	2185219	PLANET EARTH
Registration Number:	3545177	JT
Registration Number:	3224257	JT
Registration Number:	2338080	JT
Registration Number:	2760997	JT
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

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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:	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:	78726253	JT
Serial Number:	78891490	K2
Serial Number:	78651478	K2
Serial Number:	74359920	K2
Serial Number:	72452508	K2
Serial Number:	73034945	K2
Serial Number:	72452510	K2
Serial Number:	72452509	K2
Serial Number:	72185521	K2
Serial Number:	74006498	K2
Serial Number:	74162374	K2
Serial Number:	78180512	K2
Serial Number:	78227320	K2

Serial Number:	78172114	K2
Serial Number:	78637301	K2
Serial Number:	78951329	K2
Serial Number:	77023608	K2
Serial Number:	77023617	K2
Serial Number:	78336472	K2
Serial Number:	78336462	K2
Serial Number:	78336466	K2
Serial Number:	78336469	K2
Serial Number:	78336592	K2
Serial Number:	78336476	K2
Serial Number:	78336478	K2
Serial Number:	78754290	K2
Serial Number:	74310891	RIDE
Serial Number:	78909356	SHAKESPEARE

CORRESPONDENCE DATA

Fax Number: (212)354-8113
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2128198200
Email: fcutajar@whitecase.com
Correspondent Name: White & Case LLP
Address Line 1: 1155 Avenue of the Americas
Address Line 2: Patents & Trademarks
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1104031-0488
NAME OF SUBMITTER:	Frances B. Cutajar
Signature:	/Frances B. Cutajar/
Date:	01/21/2010

Total Attachments: 7
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ASSIGNMENT OF SECURITY INTERESTS IN PATENTS AND TRADEMARKS

THIS ASSIGNMENT OF SECURITY INTEREST (this "Assignment") dated as of January 29, 2009 is entered into by and between Lehman Commercial Paper Inc. ("Lehman") and Deutsche Bank AG New York Branch ("DB"). All capitalized terms used herein and not otherwise defined shall have the respective meanings provided such terms in the Credit Agreement referred to below.

WHEREAS, pursuant to the Credit Agreement, dated as of January 24, 2005 (as the same may be or may have been 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 Lehman, serving as the "Administrative Agent" under the Credit Agreement; and

WHEREAS, the Lenders and L/C Issuers severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, Jarden Corporation, Loew-Cornell, LLC, The United States Playing Card Company, Lehigh Consumer Products LLC, The Coleman Company, Inc., Sunbeam Products, Inc., BRK Brands, Inc., Earth Products Inc., JT Sports LLC, K-2 Corporation, Marmot Mountain, LLC, Penn Fishing Tackle Mfg. Co., Pure Fishing, Inc., Rawlings Sporting Goods Company, Inc. and Shakespeare Company, LLC (collectively, the "Grantors") and Lehman, the Lenders, the L/C Issuers and other secured parties thereto (collectively, the "Secured Parties") were parties to a certain Pledge and Security Agreement, dated as of January 24, 2005, (as the same may be or may have been amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to that Security Agreement, Grantors were required to execute and deliver a Patent Security Agreement and a Trademark Security Agreement whereby the Grantors mortgaged, pledged, and hypothecated to Lehman and granted Lehman a security interest in certain patents and trademarks, including, without limitation, those listed on Schedule A attached hereto (the "Secured IP") for the benefit of the Secured Parties; and

WHEREAS, pursuant to that certain Amendment No. 10 to Credit Agreement and Amendment No. 4 to Pledge Agreement, dated as of January 29, 2009, DB shall replace Lehman as the Administrative Agent under the Credit Agreement and Security Agreement and therefore shall require all of Lehman's right, title and interest, in or to, the Secured IP in order to hold collateral security for the full, prompt, and complete payment and performance of the Secured Obligations of the Grantors, as set forth in the Credit Agreement and Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lehman hereby gives notice of its grant, conveyance, and assignment, on an exclusive basis, to DB, its successors, legal representatives, and assigns, of all Lehman's right, title and interest in and to the Secured IP, including, without limitation, all liens and security interests, and to any renewals and/or extensions thereof, for all territories of the world in perpetuity, as well as any products and proceeds thereof, including all goodwill, income, royalties, and damages now and hereafter due or payable to Lehman, for past, present, or future

infringements and misappropriations, as well as all rights to sue for such infringements or misappropriations, and all rights corresponding to any of the above throughout the world.

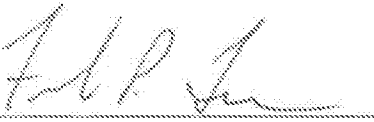
Lehman as Existing Agent (the "Existing Agent") hereby transfers, conveys, and assigns, to the DB as Successor Agent, its successors, legal representatives, and assigns, all of the Existing Agent's right, title, and interest as Administrative Agent under the Credit Agreement in and to the Secured IP, recorded with the United States Patent and Trademark Office at the Reel and Frame numbers noted below, including without limitation all Liens and security interests, and any renewals and/or extensions thereof, for all territories of the world in perpetuity, as well as any products and proceeds thereof, including all income, royalties, and damages now and hereafter due and/or payable to the Existing Agent, for past, present, and future infringements and misappropriations, as well as all rights to sue for such infringements and misappropriations, and all rights corresponding to any of the above throughout the world.

Trademark Reel/Frame Numbers	Date of Recordation
3701/0460	1-22-08

IN WITNESS WHEREOF the undersigned has executed this assignment by its duly authorized officer and its seal affixed hereto as of this 29 day of January, 2009.

ASSIGNOR

LEHMAN COMMERCIAL PAPER INC.

By: 

Name: Frank P. Turner

Title: Authorized Signatory

IN WITNESS WHEREOF the undersigned has executed this assignment by its duly authorized officer and its seal affixed hereto as of this 28 day of January, 2009.

ASSIGNEE

DEUTSCHE BANK AG
acting through its New York Branch

By: *Scotty Lindsey*
Title: Scotty Lindsey
Director
Date: 1/28/09

Erin Morrissey
ERIN MORRISSEY
VICE PRESIDENT

TRADEMARKS

EARTH PRODUCTS INC.

<u>Mark</u>	<u>Registration No.</u>	<u>Date</u>	<u>Reel & Frame</u>	<u>Date</u>
PLANET EARTH	2,185,219	01-Sep-2008	3701/0460	1-22-08

JT SPORTS LLC

<u>Mark</u>	<u>Registration No.</u>	<u>Reel & Frame</u>	<u>Date</u>
JT	3,545,177	3701/0460	1-22-08
JT	Application No. 78/726,253	3701/0460	1-22-08
JT	3,224,257	3701/0460	1-22-08
JT	2,338,080	3701/0460	1-22-08
JT	2,760,997	3701/0460	1-22-08

K-2 CORPORATION

<u>Mark</u>	<u>Application No.</u>	<u>Reel & Frame</u>	<u>Date</u>
K2	78/891,490	3701/0460	1-22-08
K2	78/651,478	3701/0460	1-22-08
K2	74/359,920	3701/0460	1-22-08
K2	72/452,508	3701/0460	1-22-08
K2	73/034,945	3701/0460	1-22-08
K2	72/452,510	3701/0460	1-22-08
K2	72/452,509	3701/0460	1-22-08
K2	72/185,521	3701/0460	1-22-08
K2	74/006,498	3701/0460	1-22-08
K2	74/162,374	3701/0460	1-22-08
K2	78/180,512	3701/0460	1-22-08
K2	78/227,320	3701/0460	1-22-08
K2	78/172,114	3701/0460	1-22-08
K2 and Design (PRIMARY)	78/637,301	3701/0460	1-22-08
K2 and Design (PRIMARY)	78/951,329	3701/0460	1-22-08
K2 and Design (PRIMARY)	77/023,608	3701/0460	1-22-08
K2 and Design (PRIMARY)	77/023,617	3701/0460	1-22-08
K2 and Design (PRIMARY)	78/336,472	3701/0460	1-22-08
K2 and Design (PRIMARY)	78/336,462	3701/0460	1-22-08
K2 and Design (PRIMARY)	78/336,466	3701/0460	1-22-08
K2 and Design (PRIMARY)	78/336,469	3701/0460	1-22-08
K2 and Design (PRIMARY)	78/336,592	3701/0460	1-22-08
K2 and Design (PRIMARY)	78/336,476	3701/0460	1-22-08
K2 and Design (PRIMARY)	78/336,478	3701/0460	1-22-08

<u>Mark</u>	<u>Application No.</u>	<u>Reel & Frame</u>	<u>Date</u>
K2 and Design (Primary)	78/754,290	3701/0460	1-22-08
RIDE	74/310,891	3701/0460	1-22-08

MARMOT MOUNTAIN, LLC

<u>Mark</u>	<u>Serial No.</u>	<u>Date</u>	<u>Registration No.</u>	<u>Reel & Frame</u>	<u>Date</u>
MARMOT	73-651731	10/20/87	1461945	3701/0460	1-22-08
MARMOT	73-651732	10/27/87	1462942	3701/0460	1-22-08
MARMOT	76-029155	4/20/02	2564989	3701/0460	1-22-08
MARMOT	76-029157	4/26/03	2756636	3701/0460	1-22-08

PENN FISHING TACKLE MFG. CO

<u>Mark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Reel & Frame</u>	<u>Date</u>
PENN	72-048047	0674119	3701/0460	1-22-08
PENN	014599	1009548	3701/0460	1-22-08
PENN	020632	1009216	3701/0460	1-22-08

RAWLINGS SPORTING GOODS COMPANY, INC.

<u>Mark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Reel & Frame</u>	<u>Date</u>
R and Design	73/021,835	1011618	3701/0460	1-22-08
R and Design	73/349,745	1276246	3701/0460	1-22-08
RAWLINGS	72/209,535	799922	3701/0460	1-22-08
RAWLINGS	72/209,302	802164	3701/0460	1-22-08
RAWLINGS and Design	73/473,350	1337914	3701/0460	1-22-08
RAWLINGS and Design	73/349,747	1252330	3701/0460	1-22-08
RAWLINGS and Design	71/475,586	412343	3701/0460	1-22-08
RAWLINGS and Design	73/179,339	1149932	3701/0460	1-22-08
RAWLINGS and Design	73/179,337	1147720	3701/0460	1-22-08

SHAKESPEARE COMPANY, LLC

<u>Mark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Reel & Frame</u>	<u>Date</u>
SHAKESPEARE	73/669,117	1,474,756	3701/0460	1-22-08
SHAKESPEARE	73/682,191	1,502,987	3701/0460	1-22-08
SHAKESPEARE	73/669,302	1,511,029	3701/0460	1-22-08
SHAKESPEARE	75/292,765	2,213,444	3701/0460	1-22-08
SHAKESPEARE	75/314,167	2,183,050	3701/0460	1-22-08
SHAKESPEARE	75/291,725	2,211,805	3701/0460	1-22-08
SHAKESPEARE	75/360,904	2,241,288	3701/0460	1-22-08
SHAKESPEARE	75/361,075	2,242,083	3701/0460	1-22-08

<u>Mark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Reel & Frame</u>	<u>Date</u>
SHAKESPEARE	75/361,085	2,242,084	3701/0460	1-22-08
SHAKESPEARE	75/361,065	2,241,290	3701/0460	1-22-08
SHAKESPEARE	75/360,900	2,241,287	3701/0460	1-22-08
SHAKESPEARE	75/122,915	2,490,605	3701/0460	1-22-08
SHAKESPEARE	78/586,346	3,303,602	3701/0460	1-22-08
SHAKESPEARE	78/909,356		3701/0460	1-22-08
SHAKESPEARE & DESIGN 1897 (COLOR)	76/507,204	2,831,616	3701/0460	1-22-08
SHAKESPEARE (STYLIZED)	71/406,155	359,879	3701/0460	1-22-08