

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interests (Releases RF 4299/0429 and predecessors)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC		08/04/2011	Public Limited Company: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Shakespeare Company, LLC
Street Address:	3801 Westmore Drive
City:	Columbia
State/Country:	SOUTH CAROLINA
Postal Code:	29223
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
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

OP \$415.00 1474756

Registration Number:	2831616	SHAKESPEARE SINCE 1897
Registration Number:	0359879	SHAKESPEARE
Serial Number:	78909356	SHAKESPEARE

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 714-540-1235
Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	039269-0174
NAME OF SUBMITTER:	Anna T Kwan
Signature:	/atk/
Date:	08/19/2011

Total Attachments: 4
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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE (this "Trademark Release") is made as of August 4, 2011 from Barclays Bank PLC ("Barclays"), as agent for the Secured Parties (as defined in the Credit Agreement referred to below) to Shakespeare Company, LLC (together with its permitted successors and assigns, the "Grantor"). Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement (each as defined below) and used herein have the meaning given to them in the Credit Agreement or the Security Agreement, as the case may be.

WHEREAS, pursuant to the Credit Agreement, dated as of January 24, 2005 (as the same may be or may have been amended, restated or amended and 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 Commercial Paper Inc. ("Lehman"), serving as the "Administrative Agent," the Lenders and the L/C Issuers severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is party to a Pledge and Security Agreement, dated as of January 24, 2005, in favor of the Administrative Agent (as the same may be or may have been amended, restated or amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, in connection with the Security Agreement, the Grantor executed that certain Trademark Security Agreement, dated December 7, 2007 (as the same may be or may have been amended, restated or amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") pursuant to which the Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded at Reel 3701 and Frame 0460 on January 22, 2008;

WHEREAS, pursuant to certain amendments to the Credit Agreement and the Security Agreement, (i) Lehman was replaced by Deutsche Bank AG New York Branch ("DB") as Administrative Agent under the Credit Agreement and Security Agreement, and (ii) DB was subsequently replaced by Barclays as Administrative Agent under the Credit Agreement and the Security Agreement, and consequently Barclays acquired all of the Administrative Agent's right, title and interest in the Trademark Collateral;

WHEREAS, the assignments of the security interest in the Trademark Collateral from Lehman to DB, and from DB to Barclays, respectively, were recorded with the United States Patent and Trademark Office at Reel 4135 and Frame 0312 on January 21, 2010, and Reel 4299 and Frame 0429 on October 19, 2010; and

WHEREAS, Barclays, as Administrative Agent, now desires to terminate and release the entirety of its security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Trademark Release, Barclays, as Administrative Agent, and the Grantor hereby agree as follows:

SECTION 1. Trademark Collateral. The term "Trademark Collateral," as used herein, shall mean:

(a) all of the Grantor's Trademarks and Trademark Licenses to which the Grantor is a party, referred to on Schedule I hereto;

(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 the Grantor against third parties for past, present, 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 2. Release of Security Interest. Barclays, as Administrative Agent, hereby terminates, releases and discharges its security interest in the Trademark Collateral.

SECTION 3. Recordation. Barclays, as Administrative Agent, authorizes the recordation of this Trademark Release with the United States Patent and Trademark Office and any other applicable registry.

SECTION 4. Applicable Law. This Trademark Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the undersigned has executed this Trademark Release by its duly authorized officer as of the date first above written.

BARCLAYS BANK PLC,
as Administrative Agent

By: _____


Name: Craig J. Malloy
Title: Director

OC1188614

TRADEMARK RELEASE (SHAKESPEARE COMPANY, LLC)

TRADEMARK
REEL: 004609 FRAME: 0043

SCHEDULE I**TRADEMARK COLLATERAL**

Mark	Serial No.	Registration No.	Status
SHAKESPEARE	73/669,117	1,474,756	Registered
SHAKESPEARE	73/682,191	1,502,987	Registered
SHAKESPEARE	73/669,302	1,511,029	Registered
SHAKESPEARE	75/292,765	2,213,444	Registered
SHAKESPEARE	75/314,167	2,183,050	Registered
SHAKESPEARE	75/291,725	2,211,805	Registered
SHAKESPEARE	75/360,904	2,241,288	Registered
SHAKESPEARE	75/361,075	2,242,083	Registered
SHAKESPEARE	75/361,085	2,242,084	Registered
SHAKESPEARE	75/361,065	2,241,290	Registered
SHAKESPEARE	75/360,900	2,241,287	Registered
SHAKESPEARE	75/122,915	2,490,605	Registered
SHAKESPEARE	78/586,346	3,303,602	Registered
SHAKESPEARE	78/909,356		Allowed
SHAKESPEARE & DESIGN 1897 (COLOR)	76/507,204	2,831,616	Registered
SHAKESPEARE (STYLIZED)	71/406,155	359,879	Registered