

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interests (Releases RF 4299/0250 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**

<b>Name:</b>	Sunbeam Products, Inc.
<b>Street Address:</b>	2381 Executive Center Drive
<b>City:</b>	Boca Raton
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33431
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 30**

Property Type	Number	Word Mark
Registration Number:	2733060	TILIA
Registration Number:	1978109	VILLAWARE
Registration Number:	2995988	SUNBEAM
Registration Number:	3104685	OSTER
Registration Number:	2978237	OSTER
Registration Number:	3068499	SUNBEAM
Registration Number:	1937096	SUNBEAM
Registration Number:	0515517	OSTER
Registration Number:	0862034	OSTER
Registration Number:	0930801	OSTER
Registration Number:	0771963	SUNBEAM
Registration Number:	0784022	SUNBEAM
Registration Number:	0811677	SUNBEAM

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Registration Number:	0815794	SUNBEAM
Registration Number:	0872228	SUNBEAM
Registration Number:	0862654	SUNBEAM
Registration Number:	2770298	HEALTH O METER
Registration Number:	1875877	MR. COFFEE
Registration Number:	2112586	MR. COFFEE
Registration Number:	0405406	HEALTH-O-METER
Registration Number:	1142407	MR. COFFEE
Registration Number:	1651275	MR. COFFEE
Registration Number:	1636082	OSTER
Registration Number:	0627681	SUNBEAM
Registration Number:	0747286	SUNBEAM
Registration Number:	0963725	SUNBEAM
Registration Number:	1159053	SUNBEAM
Registration Number:	1186503	SUNBEAM
Registration Number:	1589989	SUNBEAM
Registration Number:	1759482	TURBO 111

**CORRESPONDENCE DATA**

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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 Sunbeam Products, Inc. (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 Canadian Imperial Bank of Commerce ("CIBC"), 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 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 "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 with the United States Patent and Trademark Office at Reel 3021 and Frame 0770 on February 3, 2005;

WHEREAS, pursuant to certain amendments to the Credit Agreement and the Security Agreement, (i) CIBC was replaced by Lehman Commercial Paper Inc. ("Lehman") as Administrative Agent under the Credit Agreement and the Security Agreement, (ii) Lehman was subsequently replaced by Deutsche Bank AG New York Branch ("DB") as Administrative Agent under the Credit Agreement and the Security Agreement, and (iii) 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 certain of the Trademark Collateral from CIBC to Lehman, 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 0355 on January 21, 2010, Reel 4138 and Frame 0803 on January 27,

2010, and Reel 4299 and Frame 0161 on October 19, 2010, and Reel 4299 and Frame 0250 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.

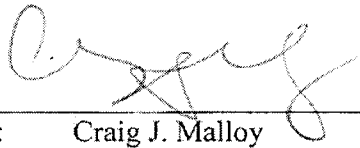
SECTION 2. Release of Security Interest. Barclays, as Administrative Agent, hereby terminates, releases and discharges its security interest in the Trademark Collateral.

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

**SCHEDULE I**

**TRADEMARK COLLATERAL**

<u>Mark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Status</u>
TILIA	76/308,562	2,733,060	Registered
VILLAWARE	74/664,110	1,978,109	Registered
SUNBEAM	78350599	2995988	Registered
OSTER	78316850	3,104,685	Registered
OSTER	78137280	2,978,237	Registered
SUNBEAM	75837497	3,068,499	Registered
SUNBEAM	74601080	1,937,096	Registered
OSTER	71493390	515,517	Registered
OSTER	72292953	862,034	Registered
OSTER	72332022	930,801	Registered
SUNBEAM	72166221	771,963	Registered
SUNBEAM	72184760	784,022	Registered
SUNBEAM	72227189	811,677	Registered
SUNBEAM	72230208	815,794	Registered
SUNBEAM	72283826	872,228	Registered
SUNBEAM	72294421	862,654	Registered
HEALTH-O-METER	78085368	2,770,298	Registered
MR. COFFEE	74199849	1,875,877	Registered
MR. COFFEE	74540904	2,112,586	Registered
HEALTH-O-METER	71441234	405,406	Registered
MR. COFFEE	73193503	1142407	Registered
MR. COFFEE	74071085	1,651,275	Registered
OSTER	74061872	1,636,082	Registered
SUNBEAM	71697041	627,681	Registered
SUNBEAM	72125107	747,286	Registered
SUNBEAM	72414966	963,725	Registered
SUNBEAM	73242636	1,159,053	Registered
SUNBEAM	73265426	1,186,503	Registered
SUNBEAM	73818773	1,589,989	Registered
TURBO 111	74291355	1,759,482	Registered