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3.24.00

04-24-2000



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101332626

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **SUNBEAM CORPORATION**

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State (DE)
- Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: First Union National Bank, as Administrative Agent

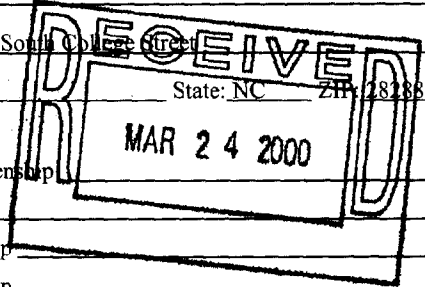
Internal Address: _____

Street Address: 301 South College Street

City: Charlotte

State: NC

Zip: 28238



Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State _____

Other national banking association

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: January 6, 2000

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 75/767,609

B. Trademark Registration No.(s) 2,029,581 ; 1,480,485 ; 1,644,208

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kristopher E. Ahrend, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York

State: New York ZIP: 10017

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41): \$ 115.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: _____

(Attached duplicate copy of this page if paying by deposit account)

04/21/2000 DNGUYEN 00000299 75767609

DO NOT USE THIS SPACE

01 FC:481
02 FC:482
Statement and signature.

40.00 DP
75.00 DP

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kristopher E. Ahrend, Esq.

Name of Person Signing

Signature

3/24/00

Date

Total number of pages comprising cover sheet: 26

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, each of the undersigned (herein referred to collectively as the **"Grantors"**, and each a **"Grantor"**), owns, or in the case of licenses, is party to, the Trademark Collateral (as defined below);

WHEREAS, Sunbeam Corporation (the **"Parent"**), the Subsidiary Borrowers referred to therein, the Lenders party thereto (the **"Lenders"**), Morgan Stanley Senior Funding, Inc., as Syndication Agent, Bank of America National Trust and Savings Association, as Documentation Agent, and First Union National Bank, as Administrative Agent for the Lenders, are parties to a Credit Agreement, dated as of March 30, 1998 (as amended, supplemented or otherwise modified from time to time, the **"Credit Agreement"**);

WHEREAS, the Parent is, or may hereafter become obligated to one or more Lenders under one or more Hedging Agreements (as defined in the Credit Agreement) as contemplated by the Section 5.10 of the Credit Agreement;

WHEREAS, in accordance with the terms of the Credit Agreement, each Grantor is, as of the date hereof, becoming a party to the Subsidiary Guarantee (as defined in the Credit Agreement) in order to guarantee the obligations of the other Obligors (as defined in the Credit Agreement) under the Credit Agreement, the other Loan Documents (as defined in the Credit Agreement) and any Hedging Agreements; and

WHEREAS, pursuant to the terms of an Subsidiary Security Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the **"Security Agreement"**); unless otherwise specifically defined herein, each term used herein which is defined in the Security Agreement has the meaning assigned to such term in the Security Agreement), among the Grantors, among others, and First Union National Bank, as Administrative Agent (together with its successors and assigns, the **"Grantee"**) for the Lenders, each Grantor has granted to the Grantee, a continuing security interest in substantially all the assets of such Grantor, including all right, title and interest of such Grantor in, to and under the Trademark Collateral (as hereafter defined), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in order to secure the full and punctual payment of the Secured Obligations in accordance with the terms thereof and to secure the payment and performance of all the obligations of the Grantors hereunder and under the other Loan Documents, each Grantor hereby grants the Grantee for the ratable benefit of the Lenders, a continuing security interest in all of such Grantor's right, title and interest in and to all of the

following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark owned by such Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License, including, without limitation, each Trademark License identified in Schedule 1 hereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by such Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by such Grantor, or for injury to the goodwill associated with any such Trademark, including, without limitation, any Trademark referred to in Schedule 1 hereto, and all rights and benefits of such Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto.

Each Grantor hereby irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of such Grantor or in its name, from time to time, in the Grantee's discretion, so long as an Event of Default (as defined in the Credit Agreement) has occurred and is continuing, to take with respect to the Trademark Collateral any and all appropriate action which such Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted by the Credit Agreement, each Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Trademark Collateral except for (i) licenses issued to contract manufacturers in the ordinary course of business and (ii) to the extent such activities would not adversely affect the value of the Trademark Collateral taken as a whole.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee 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.

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 6th day of January, 2000.

AUSTRALIAN COLEMAN, INC.

By 

Name: Ronald R. Richter

Title: Vice President

C C OUTLET, INC.

By 

Name: Ronald R. Richter

Title: Vice President

C M O, INC.

By 

Name: Robert P. Totte

Title: Vice President

COLEMAN ARGENTINA, INC.

By 

Name: Ronald R. Richter

Title: Vice President

COLEMAN COUNTRY, LTD

By 

Name: Ronald R. Richter

Title: Vice President

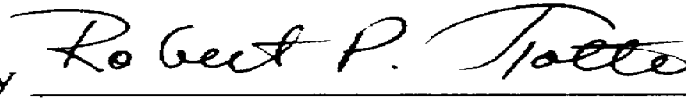
COLEMAN POWERMATE, INC.

By 
Name: Ronald R. Richter
Title: Vice President

COLEMAN PUERTO RICO, INC.

By 
Name: Ronald R. Richter
Title: Vice President

COLEMAN VENTURE CAPITAL, INC.

By 
Name: Robert P. Totte
Title: Vice President

EASTPAK CORPORATION

By 
Name: Robert P. Totte
Title: Vice President

EASTPAK MANUFACTURING CORPORATION

By Robert P. Totte

Name: Robert P. Totte
Title: Vice President

J G K, INC.

By Robert P. Totte

Name: Robert P. Totte
Title: Vice President

RIVER VIEW CORPORATION OF BARLING,
INC.

By Robert P. Totte

Name: Robert P. Totte
Title: Vice President

SURVIVAL GEAR, INC.

By Robert P. Totte

Name: Robert P. Totte
Title: Vice President

T C C I MANAGEMENT, INC.

By Robert P. Totte

Name: Robert P. Totte
Title: Vice President

ACKNOWLEDGED:

FIRST UNION NATIONAL BANK,
as Administrative Agent

By  _____

Name: DENNIS HARK

Title: SVP

STATE OF FLORIDA)
) ss.:
COUNTY OF PALM BEACH)

I, CHERYL S. JACKMAN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that RONALD R. RICHTER, VP, TREAS. of AUSTRALIAN COLEMAN, INC., personally known to me to be the same person whose name is subscribed to the foregoing instrument as such V.P. & TREASURER, appeared before me this day in person and acknowledged that (s)he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 6th day of January, 2000.

[Seal]



Signature of notary public

My Commission expires _____

NOTARY PUBLIC - STATE OF FLORIDA
CHERYL S. JACKMAN
COMMISSION # CC814033
EXPIRES 4/19/2003
BONDED THRU ASA 1-888-NOTARY1

STATE OF FLORIDA)
) ss.:
COUNTY OF PALM BEACH)

I, CHERYL S. JACKMAN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Ronald R. Richter / VP + Treas. of C C OUTLET, INC., personally known to me to be the same person whose name is subscribed to the foregoing instrument as such V.P. + Treasurer, appeared before me this day in person and acknowledged that (s)he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 6th day of January, 2000.

[Seal]



Signature of notary public

My Commission expires _____


NOTARY PUBLIC - STATE OF FLORIDA
CHERYL S. JACKMAN
COMMISSION # CCB14033
EXPIRES 4/18/2003
BONDED THRU ASA 1-888-NOTARY1

STATE OF FLORIDA)
) ss.:
COUNTY OF PALM BEACH)

I, CHERYL S. JACKMAN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Robert P. Tette of C M O, INC., personally known to me to be the same person whose name is subscribed to the foregoing instrument as such VICE PRESIDENT, appeared before me this day in person and acknowledged that (s)he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 16th day of January, 2000.

[Seal]



Signature of notary public

My Commission expires _____

NOTARY PUBLIC - STATE OF FLORIDA
CHERYL S JACKMAN
COMMISSION # CC814033
EXPIRES 4/19/2003
BONDED THRU ASA 1-888-NOTARY1

STATE OF FLORIDA)
) ss.:
COUNTY OF PALM BEACH)

I, CHERYL S. JACKMAN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that RONALD L. RICHTER, VP/Treas. of COLEMAN ARGENTINA, INC., personally known to me to be the same person whose name is subscribed to the foregoing instrument as such V.P. & Treasurer, appeared before me this day in person and acknowledged that (s)he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 10th day of January, 2000.

[Seal]



Signature of notary public

My Commission expires _____

NOTARY PUBLIC - STATE OF FLORIDA
CHERYL S. JACKMAN
COMMISSION # CCB14033
EXPIRES 4/19/2003
BONDED THRU ASA 1-888-NOTARY1

STATE OF FLORIDA)
) ss.:
COUNTY OF PALM BEACH)

I, CHERYL S. JACKMAN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that RONALD R. RICHTER, VP TREAS of COLEMAN COUNTRY, LTD., personally known to me to be the same person whose name is subscribed to the foregoing instrument as such V.P. & Treasurer, appeared before me this day in person and acknowledged that (s)he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 6th day of January, 2000.

[Seal]



Signature of notary public

My Commission expires _____

NOTARY PUBLIC - STATE OF FLORIDA
CHERYL S JACKMAN
COMMISSION # CC814033
EXPIRES 4/19/2003
BONDED THRU ASA 1-888-NOTARY1

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

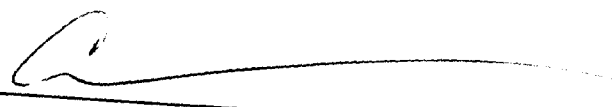
ss.:

I, CHERYL S. JACKMAN

a Notary Public in and for said County, in the State
aforesaid, DO HEREBY CERTIFY, that Ronald R. Richter VP + TREAS of COLEMAN
POWERMATE, INC., personally known to me to be the same person whose name is subscribed
to the foregoing instrument as such V.P. + Treasurer, appeared before me this day in person
and acknowledged that (s)he signed, executed and delivered the said instrument as her/his own
free and voluntary act and as the free and voluntary act of said Company, for the uses and
purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 6th day of January, 2000.

[Seal]



Signature of notary public _____

My Commission expires _____

NOTARY PUBLIC - STATE OF FLORIDA
CHERYL S. JACKMAN
COMMISSION # CC814033
EXPIRES 4/19/2003
BONDED THRU ASA 1-888-NOTARY1

STATE OF FLORIDA)
) ss.:
COUNTY OF PALM BEACH)

CHERYL S. JACKMAN

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Ronald K. Richter, VP/Pres of COLEMAN PUERTO RICO, INC., personally known to me to be the same person whose name is subscribed to the foregoing instrument as such V.P. - Treasurer, appeared before me this day in person and acknowledged that (s)he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 6th day of January, 2000.

[Seal]



Signature of notary public

My Commission expires _____

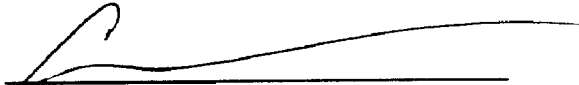
NOTARY PUBLIC - STATE OF FLORIDA
CHERYL S. JACKMAN
COMMISSION # CC814033
EXPIRES 4/19/2003
BONDED THRU ASA 1-888-NOTARY1

STATE OF FLORIDA)
) ss.:
COUNTY OF PALM BEACH)

I, CHERYL S. JACKMAN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Robert P., Totte VP of COLEMAN VENTURE CAPITAL, INC., personally known to me to be the same person whose name is subscribed to the foregoing instrument as such V. P., appeared before me this day in person and acknowledged that (s)he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 1st day of January, 2000.

[Seal]



Signature of notary public

My Commission expires _____

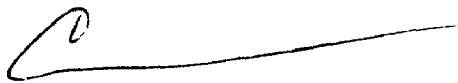
NOTARY PUBLIC - STATE OF FLORIDA
CHERYL S. JACKMAN
COMMISSION # CC814033
EXPIRES 4/18/2003
BONDED THRU ABA 1-888-NOTARY1

STATE OF FLORIDA)
) ss.:
COUNTY OF PALM BEACH)

I, CHERYL S. JACKMAN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Robert P., Tate VP of EASTPAK CORPORATION, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such V. P., appeared before me this day in person and acknowledged that (s)he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 16th day of January, 2000.

[Seal]



Signature of notary public

NOTARY PUBLIC - STATE OF FLORIDA
CHERYL S. JACKMAN
COMMISSION # CC814033
EXPIRES 4/19/2003
BONDED THRU ASA 1-888-NOTARY1

My Commission expires _____

STATE OF FLORIDA)
) ss.:
COUNTY OF PALM BEACH)

I, CHERYL S. JACKMAN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Robert P. Tott VP of EASTPAK MANUFACTURING CORPORATION, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such V. P., appeared before me this day in person and acknowledged that (s)he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 17th day of January, 2000.

[Seal]



Signature of notary public

My Commission expires _____

NOTARY PUBLIC - STATE OF FLORIDA
CHERYL S JACKMAN
COMMISSION # CC814033
EXPIRES 4/18/2003
BONDED THRU ASA 1-888-NOTARY1

STATE OF FLORIDA)
) ss.:
COUNTY OF PALM BEACH)

I, CHERYL S. JACKMAN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Robert R. Totta, VP of J G K, INC., personally known to me to be the same person whose name is subscribed to the foregoing instrument as such V.P., appeared before me this day in person and acknowledged that (s)he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 6TH day of January, 2000.

[Seal]



Signature of notary public

My Commission expires _____

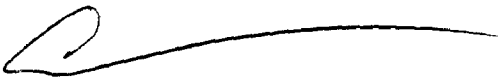
NOTARY PUBLIC - STATE OF FLORIDA
CHERYL S. JACKMAN
COMMISSION # CC814033
EXPIRES 4/19/2003
BONDED THRU ASA 1-888-NOTARY1

STATE OF FLORIDA)
) ss.:
COUNTY OF PALM BEACH)

I, CHERYL S. JACKMAN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Robert P. Tette VP of RIVER VIEW CORPORATION OF BARLING, INC., personally known to me to be the same person whose name is subscribed to the foregoing instrument as such V.P., appeared before me this day in person and acknowledged that (s)he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 10th day of January, 2000.

[Seal]



Signature of notary public

My Commission expires _____

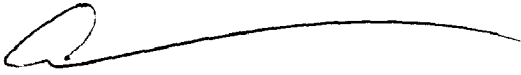
NOTARY PUBLIC - STATE OF FLORIDA
CHERYL S JACKMAN
COMMISSION # CC814033
EXPIRES 4/19/2003
BONDED THRU ABA 1-888-NOTARY1

STATE OF FLORIDA)
) ss.:
COUNTY OF PALM BEACH)

I, CHERYL S. JACKMAN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Robert P. Tott, VP of SURVIVAL GEAR, INC., personally known to me to be the same person whose name is subscribed to the foregoing instrument as such V.P., appeared before me this day in person and acknowledged that (s)he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 6th day of January, 2000.

[Seal]



Signature of notary public

My Commission expires _____

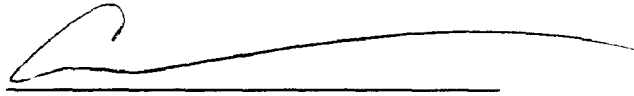
NOTARY PUBLIC - STATE OF FLORIDA
CHERYL S. JACKMAN
COMMISSION # CC814033
EXPIRES 4/19/2003
BONDED THRU ABA 1-888-NOTARY1

STATE OF FLORIDA)
) ss.:
COUNTY OF PALM BEACH)

I, CHERYL S. JACKMAN a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Robert P. Tote, VP of T C C I MANAGEMENT, INC., personally known to me to be the same person whose name is subscribed to the foregoing instrument as such V.P., appeared before me this day in person and acknowledged that (s)he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 6TH day of January, 2000.

[Seal]



Signature of notary public

My Commission expires _____

NOTARY PUBLIC - STATE OF FLORIDA
CHERYL S. JACKMAN
COMMISSION # CC814033
EXPIRES 4/19/2003
BONDED THRU ASA 1-888-NOTARY1

TRADEMARK
REEL: 002057 FRAME: 0144

Schedule 1
to Trademark Security Agreement

SEE ATTACHED

Coleman Powermate Compressors, Inc.

Owner Trademark Report by Mark

Printed: 2/9/2000 Page 1

Country: US

Status: ACTIVE

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
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BLUE MAX

UNITED STATES	POWERM-4-2895	4/6/1995	74/657,027	1/14/1997	2,029,581	REGISTERED	07	1
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07 - AIR COMPRESSORS USED TO OPERATE PNEUMATIC AND AIR TOOLS

PRO-FORCE

UNITED STATES	POWERM-4-3018	8/3/1987	73/676,573	3/15/1988	1,480,485	REGISTERED	07	9
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07 - AIR COMPRESSORS

SANBORN

UNITED STATES	POWERM-4-3024		74/074,929	5/14/1991	1,644,208	REGISTERED	4	7
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4 - ALL -PURPOSE AIR COMPRESSOR OIL.

TOPS

UNITED STATES	Powermc-4-7407S	8/4/1999	75/767,609			PENDING	07	0 2
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07 - Air compressors

END OF REPORT

TOTAL ITEMS SELECTED = 4

Eastpak Corporation

Owner Trademark Report by Mark
 Country: US
 Status: ACTIVE

Printed: 1/24/2000 Page 1

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
BUILT TOUGHER WORKS SMARTER							
UNITED STATES	EASTPK-4-7406	8/3/1999	75/767,610			PENDING	18
E-SYSTEM							
UNITED STATES	EASTPK-4-7356	8/4/1999	75/767,548			PENDING	18
E-SYSTEM AND DESIGN							
UNITED STATES	EASTPK-4-7388	8/3/1999	75/767,431			PENDING	18
EASTPAK							
UNITED STATES	EASTPK-4-2758	10/2/1995	75/003,973	11/19/1996	2,017,368	REGISTERED	18,25
UNITED STATES	EASTPK-4-2769	3/15/1996	75/073,030	6/9/1998	2,164,407	REGISTERED	16,24
UNITED STATES	EASTPK-4-2749	3/15/1996	75/073,029	6/23/1998	2,168,049	REGISTERED	16,24
UNITED STATES	EASTPK-4-2752	4/20/1997	73/656,137	2/14/1989	1,524,386	REGISTERED	12,16,08 28
UNITED STATES	EASTPK-4-2771	2/5/1996	75/052,963	8/18/1997	2,088,760	REGISTERED	16,18,24 25
UNITED STATES	EASTPK-4-2765	7/17/1996	75/135,507	1/6/1998	2,126,764	REGISTERED	16
UNITED STATES	EASTPK-4-2751	4/22/1993	74/383,640	8/16/1994	1,849,955	REGISTERED	25
UNITED STATES	LICEN-4-7500	8/17/1999	75/777,877			PENDING	14
EASTPAK & DESIGN							
UNITED STATES	EASTPK-4-2792	10/21/1996	75/184,618	2/23/1999	2,226,566	REGISTERED	16,18,24
GET IT ON							
UNITED STATES	EASTPK-4-4195	5/26/1998	75/492,153			PENDING	18
GUARANTEED FOR LIFE MAYBE LONGER							
UNITED STATES	ORGSFT-4-4081	5/26/1998	75/492,152	1/4/2000	2,305,567	REGISTERED	18
LEADER OF THE PACKS							
UNITED STATES	EASTPK-4-2799	1/23/1985	73/518,733	9/3/1985	1,358,041	REGISTERED	18
MLS							
UNITED STATES	EASTPK-4-7520	10/1/1999	75/813,269			PENDING	18
MOBILE LIFE SUPPORT							
UNITED STATES	EASTPK-4-7521	10/1/1999	75/813,270			PENDING	18
NITE-PAKS							
UNITED STATES	EAST PK -4	4/29/1983	73/423,776	9/11/1984	1,294,262	REGISTERED	18
NWS EAST-PAK & DESIGN							
UNITED STATES	EASTPK-4-2800	4/10/1979	73/211,032	11/25/1980	1,141,789	REGISTERED	18

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
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SKELETON DESIGN

UNITED STATES	EASTPK-4-2801	5/9/1995	74/671,732	7/30/1996	1,990,566	REGISTERED	18
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THERE'S ONLY ONE THING TEENAGERS WANT MORE

UNITED STATES	EASTPK-4-2802	10/19/1990	74/107,995	9/1/1992	1,712,691	REGISTERED	18
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END OF REPORT

TOTAL ITEMS SELECTED = 21