

07-05-2000

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**



101395361

SPRINT

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

5-26-00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

**Conveyance Type**

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger  Change of Name
- Other  Amendment and Assignment of Trademark Security Agreement

Effective Date  
Month Day Year

**Conveying Party**

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

**Receiving Party**

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership
- Corporation  Association

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Other

Citizenship/State of Incorporation/Organization

**FOR OFFICE USE ONLY**

07/03/2000 DNGUYEN 00000195 192385 951798

01 FC:481 40.00 CH  
02 FC:482 50.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**Statement and Signature**

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. Charges to deposit account are authorized, as indicated herein.

Elaine Ziff

24

May 2000

Name of Person Signing

Signature

Date Signed

AMENDMENT AND ASSIGNMENT OF  
TRADEMARK SECURITY AGREEMENT

THIS AMENDMENT AND ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT is entered into as of August 30, 1990 by and among the Persons listed on the signature pages under the caption "Grantors" (the "Grantors"), Citibank, N.A. ("Citibank"), as agent for the lenders who are parties to the Old Credit Agreement (as hereinafter defined) and as custodian for the hedge banks referred to in the Old Credit Agreement (Citibank, in its capacity as such agent and custodian, is hereinafter the "Old Collateral Holder"), and Credit Suisse, as agent for the Lenders now or hereinafter parties to the New Credit Agreement (as hereinafter defined) and as custodian for the Hedge Banks (as defined in the New Credit Agreement) (Credit Suisse, in its capacity as such agent and custodian, is hereinafter the "New Collateral Holder").

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R E C I T A L S

A. Lantern Acquisition Corp., a Kansas corporation ("LAC"), entered into a Credit Agreement dated as of August 31, 1989 with the lenders who are parties thereto and Citibank, as agent to such lenders (the "Old Credit Agreement").

B. As a condition precedent to the obligations of such lenders under the Old Credit Agreement, the Grantors made a Trademark Security Agreement dated as of August 31, 1989 to the Old Collateral Holder (the "Trademark Security Agreement").

C. The Coleman Company, Inc., a Kansas corporation and successor to LAC (the "Borrower"), has entered into a Credit Agreement dated as of August 24, 1990 with the Lenders and the New Collateral Holder, as agent to the Lender, (such Credit Agreement, as it may hereafter be amended, supplemented or otherwise modified from time to time, being the "New Credit Agreement") in replacement of the Old Credit Agreement.

D. It is a condition precedent to the making of Loans by the Lenders and the issuance by the Issuing Bank of Letters of Credit under the New Credit Agreement, and to the willingness of the Hedge Banks to enter into Interest Rate Swap Agreements, that the Old Collateral Holder shall have assigned all its right, title and interest in and to the liens, pledges and security interests created by the Trademark

Security Agreement to the New Collateral Holder pursuant hereto.

NOW, THEREFORE, in consideration of the premises and in order to induce the Lenders to make Loans and the Issuing Bank to issue Letters of Credit under the New Credit Agreement and the Hedge Banks to enter into Interest Rate Swap Agreements, each Grantor and the Old Collateral Holder hereby agree with the New Collateral Holder for the benefit of the New Collateral Holder and the ratable benefit of the Lenders, the Issuing Bank and the Hedge Banks as follows:

SECTION 1. Assignment of Security. The Old Collateral Holder hereby assigns all of its right, title and interest, if any, in and to the Trademark Collateral (as defined in the Trademark Security Agreement) and the Trademark Security Agreement to the New Collateral Holder for its benefit and the ratable benefit of the Lenders, the Issuing Bank and the Hedge Banks, and each Grantor hereby consents to such assignment and reaffirms the lien on and security interest in the entire right, title and interest of such Grantor in and to the Trademark Collateral created by the Trademark Security Agreement.

SECTION 2. Amendment of Schedules. Schedules I, II and III to the Trademark Security Agreement are hereby amended to read in their entirety as attached hereto.

SECTION 3. Amendment of Section 2. Section 2 of the Trademark Security Agreement is hereby amended to read in its entirety as follows:

"SECTION 2. Security for Obligations. The security interests granted under this Agreement (the "Security Interests") by each Grantor secure the payment of all Obligations of such Grantor under, in respect of, or in connection with this Agreement (as amended), the Interest Rate Swap Agreement to which any Hedge Bank is a party (in the case of the Borrower), the Credit Agreement (in the case of the Borrower), the Subsidiary Guaranty (in the case of any other Grantor) and each other Loan Document to which such Grantor is or becomes a party (all such Obligations being the "Secured Obligations").

The Security Interests granted by this Agreement are granted in conjunction with the security interests granted to the Collateral Holder in other assets of the Grantors, as set forth in the Credit Agreement, the Security Agreements and the Patent Security Agreement."

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SECTION 4. Amendment of Section 3. Sections 3(a), 3(b) and 3(c) of the Trademark Security Agreement are hereby amended to read in their entirety as follows:

"(a) Such Grantor is the sole, legal and beneficial owner of the entire right, title and interest in and to the Trademark Collateral purported to be granted by it hereunder, free and clear of any lien, security interest, option, charge, pledge, registered user agreement, assignment (whether conditional or not), or covenant, or any other encumbrance, except for the Security Interests created or permitted by this Agreement or the Credit Agreement and certain Licenses and registered user agreements described in Schedule II. No effective financing statement or other instrument similar in effect covering all or any part of the Trademark Collateral purported to be granted by such Grantor hereunder is on file in any recording office, including, without limitation, the United States Patent and Trademark Office and the equivalent offices in Japan, Canada and the Federal Republic of Germany, except such as may have been filed in favor of the collateral Holder relating to this Agreement and those that are acceptable to the Lenders or for which the Collateral Holder has received duly executed termination statements."

"(b) Set forth in Schedule I opposite the name of such Grantor is a list, which is complete and accurate in all material respects as of the Closing Date, of all of the Trademarks owned by such Grantor necessary for the conduct of its business as currently conducted or presently contemplated or utilized and material in such Grantor's commercial manufacturing operations or materially used in the selling or marketing of such Grantor's commercial products. Set forth in Schedule II opposite the name of such Grantor is a complete and accurate list of Licenses necessary for the conduct of its business as currently conducted or presently contemplated or utilized and material in such Grantor's commercial manufacturing operations or materially used in the selling or marketing of such Grantor's commercial products, including the expiration date of such licenses."

"(c) Each Trademark of such Grantor identified in Schedule I is validly subsisting and has not been abandoned or adjudged invalid, unregistrable or unenforceable, in whole or in part, and is, to the

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best of such Grantor's knowledge, valid, registrable and enforceable. Each License of such Grantor identified in Schedule II is validly subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and is, to the best of such Grantor's knowledge, valid and enforceable. No action or proceeding is pending (i) seeking to limit, cancel or question the validity of any Trademark or (ii) which, if adversely determined, would have a material adverse effect on the value of any Trademark. Such Grantor has notified the Collateral Holder in writing of all uses of any Trademark Collateral, prior to such Grantor's use, of which such Grantor is aware, which would in the reasonable judgment of such Grantor lead to such item becoming invalid or unenforceable, including prior unauthorized uses by third parties and uses that were not supported by the goodwill of the business connected with such item."

SECTION 5. Amendment of Section 4. Section 4(a) of the Trademark Security Agreement is hereby amended to read in its entirety as follows:

"(a) Each Grantor agrees that from time to time, at its own expense, it will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that the Collateral Holder may request, in order to (i) continue, perfect and protect any Security Interest granted or purported to be granted hereby, (ii) assign all Trademark Collateral located in Japan to the Collateral Holder as security for the repayment and satisfaction of the Secured Obligations, or (iii) enable the Collateral Holder to exercise and enforce its rights and remedies hereunder with respect to any part of the Trademark Collateral. Without limiting the generality of the foregoing, each Grantor will execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be necessary or desirable, or as the Collateral Holder may request, in order to perfect and preserve the Security Interests granted or purported to be granted hereby, and each Grantor, as appropriate, shall execute the assignment attached hereto as Exhibit B."

Section 4(d) of the Trademark Security Agreement is hereby amended to read in its entirety as follows:

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"(d) Each Grantor agrees that, should it obtain an ownership interest in any trademark, service mark, trademark or service mark registration, or application for trademark or service mark registration that is not now identified in Schedule I, or any future license agreement that is not now identified in Schedule II, or become entitled to the benefit of any trademark or service mark (which is materially important to the business of such Grantor), trademark or service mark registration, application for trademark or service mark registration or license agreement, (i) such Grantor shall give prompt written notice thereof to the Collateral Holder, (ii) the provisions of this Agreement shall automatically apply to any such trademark, service mark, trademark or service mark registration, application for trademark or service mark registration, or license agreement, and (iii) any such mark, registration, application, or license agreement, together with the goodwill of the business connected with the use of the mark and symbolized by it, shall automatically become part of the Trademark Collateral. Each Grantor authorizes the Collateral Holder to modify this Agreement by amending Schedule I or Schedule II to include any trademark, service mark, trademark or service mark registration, or application for trademark or service mark registration or license agreement that becomes part of the Trademark Collateral under this Section. Upon request of the Collateral Holder, each Grantor shall execute and deliver any and all agreements, instruments, documents and papers as the Collateral Holder may reasonably request to evidence the Collateral Holders' security interest hereunder."

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Section 4(g) of the Trademark Security Agreement is hereby amended to read in its entirety as follows:

"(g) In the event that any item of the Trademark Collateral is infringed, misappropriated or diluted by a third party, any Grantor having any right, title or interest in such Trademark Collateral shall promptly notify the Collateral Holder and shall, unless such Grantor shall reasonably determine that such Trademark Collateral is of immaterial economic value to such Grantor, take all reasonable steps and actions to defend against the infringement, misappropriation or dilution, and shall take such other actions as such Grantor shall deem appropriate under the circumstances to protect such Trademark

Collateral. Any expense incurred in connection with such activities shall be borne by such Grantor."

Section 4(j) of the Trademark Security Agreement is hereby amended to read in its entirety as follows:

"(j) Each Grantor agrees that it will promptly correct any defect or error that may be discovered in (i) this Agreement, (ii) any document executed pursuant hereto or (iii) the execution, acknowledgement or recordation thereof."

SECTION 6. Amendment of Section 5. Sections 5(a) and 5(b) of the Trademark Security Agreement are hereby amended to read in their entirety as follows:

"(a) sell, assign (by operation of law or otherwise) or otherwise dispose of any of, or grant any option with respect to, the Trademark Collateral, except as permitted by the Credit Agreement, except that any Grantor may license the Trademark Collateral (i) in the ordinary course of such Grantor's business, provided that such license is necessary or desirable in the conduct of such Grantor's business, or (ii) in connection with a sale of assets in compliance with the Credit Agreement, provided that such license shall be on terms reasonably expected to maximize the gain to such Grantor resulting from the granting of such license; the Collateral Holder shall execute any documents that such Grantor may reasonably request in order to permit the Grantor to exercise its right hereunder to license the Trademark Collateral, provided that the Collateral Holder shall not be required to do anything that may, in the sole judgment of the Collateral Holder, adversely affect the validity of the Security Interests or the assignment of the Trademark Collateral located in Japan,"

"(b) create or suffer to exist any lien, security interest or other charge or encumbrance upon or with respect to any of the Trademark Collateral except for the Security Interests created by this Agreement or as otherwise permitted by the Credit Agreement, or"

SECTION 7. Amendment of Section 9. Section 9(a) of the Trademark Security Agreement is hereby amended to read in its entirety as follows:

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"(a) The Collateral Holder may exercise in respect of the Trademark Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party upon default under the NYUCC (whether or not the NYUCC applies to the affected Trademark Collateral) and also may (i) exercise any and all rights and remedies of any Grantor under, in connection with, or otherwise in respect of, the Trademark Collateral, (ii) require an Grantor to, and each Grantor hereby agrees that it will at its expense and upon request of the Collateral Holder forthwith, assemble all or part of documents embodying the Trademark Collateral as directed by the Collateral Holder and make it available to the Collateral Holder at a place to be designated by the Collateral Holder that is reasonably convenient to both the Collateral Holder and such Grantor, (iii) occupy any premises owned or leased by any Grantor where documents embodying the Trademark Collateral or any part thereof is assembled for a reasonable period in order to effectuate the Collateral Holder's rights and remedies hereunder or under applicable law, without obligation to any Grantor in respect of such occupation, (iv) license the Trademark Collateral or any part thereof, and (v) without notice except as specified below, sell the Trademark Collateral or any part thereof in one or more parcels at public or private sale, at any of the Collateral Holder's offices or elsewhere, for cash, on credit or for future deliver, and upon such other terms as the Collateral Holder may deem commercially reasonable. Each Grantor agrees that at least ten days notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Collateral Holder shall not be obligated to make any sale of the Trademark Collateral regardless of notice of sale having been given. The Collateral Holder may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned."

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Section 9(c) of the Trademark Security Agreement is hereby amended in its entirety to read as follows:

"(c) All payments made under or in connection with or otherwise in respect of the Trademark Collateral, and all cash proceeds received by the

Collateral Holder in respect of any sale of, collection from, or other realization upon all or any part of the Trademark Collateral may, in the discretion of the Collateral Holder, be held by the Collateral Holder as collateral for, and then or at any time thereafter applied (after first payment of any amounts payable to the Collateral Holder pursuant to Section 10 and then payment of any costs, expenses or indemnities then due and payable by the Borrower or any other Loan Party to any Lender hereunder or under the Credit Agreement or any other Loan Document, ratably among all Lenders to whom such amounts are owed) in whole or in part by the Collateral Holder first, to the extent that Letter of Credit Obligations then outstanding exceed any amount then on deposit in the L/C Cash Collateral Account, to pay or cash collateralize such Letter of Credit Obligations, and then, for the ratable benefit of the Lenders, the Issuing Bank and the Hedge Banks against all or any part of the Secured Obligations, in such order as the Collateral Holder shall elect. Any surplus of such cash or cash proceeds held by the Collateral Holder and remaining after payment in full of all the Secured Obligations shall be paid over to the respective Grantors or to whosoever may be lawfully entitled to receive such surplus."

**SECTION 8. Amendment of Section 13.** Section 13 of the Trademark Security Agreement is hereby amended to read in its entirety as follows:

"SECTION 13. Subrogation. Prior to termination of this Agreement in accordance with the provisions of Section 16(c) each Grantor will not exercise any rights that it may acquire by way of subrogation under this Agreement. If an amount shall be paid to such Grantor on account of such subrogation rights at any time prior to termination of this Agreement in accordance with the provisions of Section 16(c), such amount shall be held in trust for the benefit of the Collateral Holder, the Lenders, the Issuing Bank and the Hedge Banks and shall forthwith be paid to the Collateral Holder to be credited and applied upon the Secured Obligations, whether matured or unmatured, in accordance with the terms of the Credit Agreement and any Interest Rate Swap Agreements to which any Hedge Bank is a party."

**SECTION 9. Amendment of Section 16.** Section 16 of the Trademark Security Agreement is hereby amended to read in its entirety as follows:

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"SECTION 16. Continuing Security Interest: Assignments Under the Credit Agreement: Release of Collateral."

"(a) This Agreement shall create a continuing Security Interest in the Trademark Collateral and shall (i) remain in full force and effect until terminated in accordance with the provisions of Section 16(c), (ii) be binding upon each Grantor, its successors and assigns, and (iii) inure, together with the rights and remedies of the Collateral Holder hereunder, to the benefit of the Collateral Holder, the Lenders, the Issuing Bank, the Hedge Banks and their respective successors, transferees and assigns. Without limiting the generality of the foregoing clause (iii), any Lender may assign to one or more Persons, or grant to one or more Persons participations in or to, all or any part of its rights and obligations under the Credit Agreement (to the extent permitted by the Credit Agreement), and to the extent of any such assignment or participation such other Person shall, to the fullest extent permitted by law, thereupon become vested with all the benefits in respect thereof granted to such Lender herein or otherwise, subject however, to the provisions of the Credit Agreement, including Article VII thereof (concerning the Agent and the Collateral Holder) and Section 8.07."

"(b) Upon any sale, lease, transfer or other disposition of any item of Trademark Collateral in accordance with the terms of the Loan Documents, the Collateral Holder shall execute and deliver to any Grantor, at such Grantor's expense, such documents as it shall reasonably request to evidence the release of such item of Trademark Collateral from the Security Interests granted hereby; provided, however, that (i) at the time of such request and such release no Default shall have occurred and be continuing, (ii) such Grantor shall have delivered to the Collateral Holder, at least ten Business Days prior to the date of the proposed release (or such shorter period as the Collateral Holder may agree), a written request for release describing the item of Trademark Collateral, together with a form of release for execution by the Collateral Holder and a certification by the Grantor to the effect that the transaction is in compliance with the Loan Documents and as to such other matters as the Collateral Holder may reasonably request, (iii) the proceeds of any such sale, lease, transfer or other disposition

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required to be applied in accordance with Section 2.08(b)(ii) of the Credit Agreement shall be paid to, or in accordance with the instructions of, the Trademark Collateral Holder at the closing of such sale, lease, transfer or other disposition and (iv) except in the case of any sale, lease, transfer or other disposition of any item of Trademark Collateral specifically permitted by Section 5.02(d) of the Credit Agreement, all Lenders shall have approved such sale, lease, transfer or other disposition in writing."

"(c) Upon the latest of (i) the payment in full in cash of the outstanding principal of and interest on all of the Loans, all Reimbursement Obligations, all interest, fees and expenses accrued as of the date of payment and all other Secured Obligations then due and payable, (ii) the time when all outstanding Letters of Credit have been Fully Secured, and (iii) the expiration or irrevocable termination of the Commitments, the Security Interests granted hereby shall terminate and all rights to the Trademark Collateral shall revert to the applicable Grantors. Upon any such termination, the Collateral Holder shall reassign and redeliver such Trademark Collateral then held by or for the Collateral Holder and execute and deliver to the Grantor, at the Grantor's expense, such documents as it shall reasonably request to evidence such termination."

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SECTION 10. Amendment of Section 18. Section 18 of the Trademark Security Agreement is hereby amended to read in its entirety as follows:

"SECTION 18. Governing Law."

"(a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. Unless otherwise defined herein or in the Credit Agreement, terms used in Article 9 of the NYUCC are used herein as therein defined."

"(b) Each Grantor hereby expressly and irrevocably agrees and consents that any suit, action or proceeding arising out of or relating to this Agreement and the transactions contemplated herein may be instituted by the Collateral Holder or any Lender in any State or Federal court sitting in the County of New York, State of New York, United States of America and, by the execution and delivery of this

Agreement, each Grantor expressly waives any objection that it may have now or hereafter to the laying of the venue or to the jurisdiction of any such suit, action or proceeding, and irrevocably submits generally and unconditionally to the jurisdiction of any such court in any such suit, action or proceeding."

"(c) Each Grantor agrees that service of process may be made on such Grantor by personal service of a copy of the summons and complaint or other legal process in any such suit, action or proceeding, or by registered or certified mail (postage prepaid) to the address of such Grantor provided by Section 21, or by any other method of service provided for under the applicable laws in effect in the State of New York."

"(d) Nothing contained in subsections (b) or (c) hereof shall preclude the Collateral Holder or any Lender from bringing any suit, action or proceeding arising out of or relating to this Agreement or the other Loan Documents in the courts of any place where any Grantor or any of such Grantor's property or assets may be found or located. To the extent permitted by the applicable laws of any such jurisdiction, each Grantor hereby irrevocably submits to the jurisdiction of any such court and expressly waives, in respect of any such suit, action or proceeding, the jurisdiction of any other court or courts which now or hereafter, by reason of its present or future domicile, or otherwise, may be available to it."

"(e) IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS OR REMEDIES UNDER OR RELATED TO THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR THAT MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THE FOREGOING, EACH GRANTOR HEREBY AGREES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY AND EACH GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY HAVE THAT SUCH ACTION OR PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM."

SECTION 11. References. All references in the Trademark Security Agreement to "Collateral Holder" or "Credit Agreement" shall be deemed to be references to the New Collateral Holder and the New Credit Agreement, respectively,

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and the New Collateral Holder shall hereafter be entitled to all the rights and benefits to which the Old Collateral Holder was previously entitled under the Trademark Security Agreement. All capitalized terms used herein or in the Trademark Security Agreement without definition shall have the meaning set forth in the New Credit Agreement.

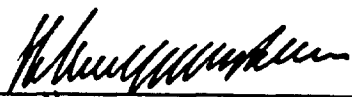
SECTION 12. Representations and Warranties. Each Grantor hereby reaffirms all representations and warranties of such Grantor set forth in Section 3 of the Trademark Security Agreement as of the date hereof.

SECTION 13. No Representation or Warranty Made By the Old Collateral Holder or the Lenders. Neither the Old Collateral Holder nor the Lenders make any warranty or representation with respect to, nor shall incur any liability with respect to, the title, validity, enforceability, value, sufficiency, legality or genuineness of any of the aforesaid Trademark Collateral or the security interests therein and the New Collateral Holder acknowledges and agrees that the assignment of all of the Old Collateral Holder's right, title and interest, if any, in and to the Trademark Collateral and the Trademark Security Agreement provided for herein is being made without recourse and without any representation or warranty of any kind, express or implied, to the New Collateral Holder or to any other Person.

SECTION 14. Ratification. Except as supplemented or amended by the foregoing, all the provisions of the Trademark Security Agreement are hereby ratified and reaffirmed by each of the parties hereto.

IN WITNESS WHEREOF, each of the parties hereto has executed this Amendment and Assignment as of the date first above written.

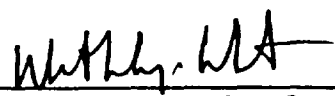
CITIBANK, N.A.,  
as Old Collateral Holder

By:   
Name: Hans W. Falthe  
Title: Vice President

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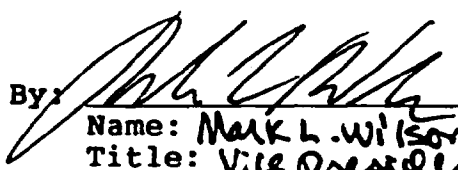
CREDIT SUISSE,  
as New Collateral Holder

By:   
David W. Kratovil  
Vice President

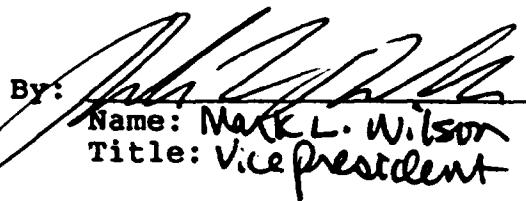
By:   
Carl C. Weatherly-White  
Associate

GRANTORS

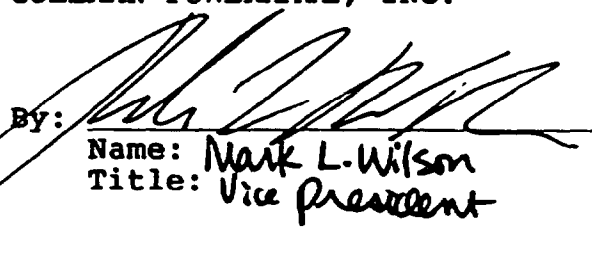
THE COLEMAN COMPANY, INC.

By:   
Name: Mark L. Wilson  
Title: Vice President

COLEMAN OUTDOOR PRODUCTS, INC.

By:   
Name: Mark L. Wilson  
Title: Vice President

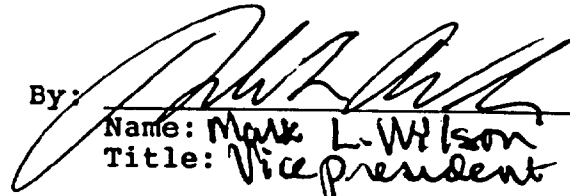
COLEMAN POWERMATE, INC.

By:   
Name: Mark L. Wilson  
Title: Vice President

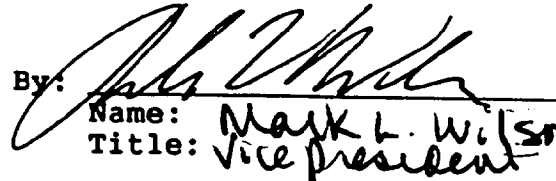
TRADE-MARK

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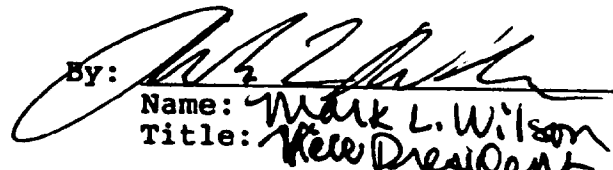
COLEMAN SPAS, INC.

By:   
Name: Mark L. Wilson  
Title: Vice President

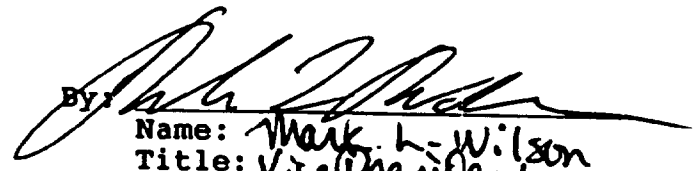
MASTER CRAFT BOAT COMPANY

By:   
Name: Mark L. Wilson  
Title: Vice President

O'BRIEN INTERNATIONAL, INC.

By:   
Name: Mark L. Wilson  
Title: Vice President

SKEETER PRODUCTS, INC.

By:   
Name: Mark L. Wilson  
Title: Vice President

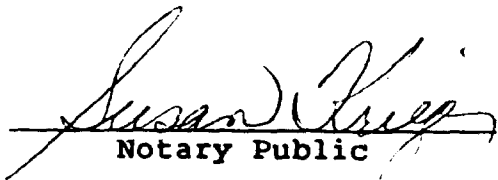
TRADE-MARK

REEL 0259 FRAME 118



STATE OF NEW YORK )  
                          ) SS:  
COUNTY OF NEW YORK )

On the 28th day of August, 1990, before me personally came Mark L. Wilson, to me known, who, being by me duly sworn, did depose and say he resides at New York, New York, and that he is the Vice President of The Coleman Company, Inc., the corporation described in and which executed the above instrument.

  
Notary Public

[Notarial Seal]

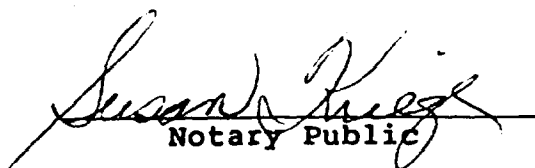
SUSAN KRIEGER  
NOTARY PUBLIC, State of New York  
No. 24-4513915  
Qualified in Kings County  
Commission Expires Feb. 28, 1992

REEL 0759 FRAME 119  
TRADE-MARK

NY:7926P      Trademark Amendment and Assignment

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF NEW YORK )

On the 28th day of August, 1990, before me personally came Mark L. Olson, to me known, who, being by me duly sworn, did depose and say he resides at New York, New York, and that he is the Vice President of Coleman Outdoor Products, Inc., the corporation described in and which executed the above instrument.

  
Notary Public

[Notarial Seal]

SUSAN KRIEGER  
NOTARY PUBLIC, State of New York  
No. 24-4513915  
Qualified in Kings County  
Commission Expires Feb. 28, 1992

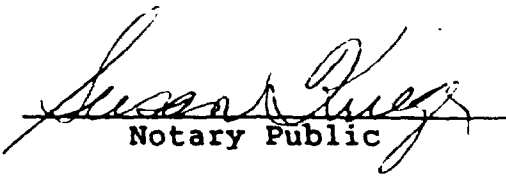
REEL 0759 FRAME 120  
TRADE-MARK

NY:7926P Trademark Amendment and Assignment

TRADEMARK  
REEL: 002095 FRAME: 0392

STATE OF NEW YORK )  
                          ) ss:  
COUNTY OF NEW YORK )

On the 28th day of August, 1990, before me personally came MARK H. WILSON, to me known, who, being by me duly sworn, did depose and say he resides at New York, New York, and that he is the Vice President of Coleman Powermate, Inc., the corporation described in and which executed the above instrument.

  
Notary Public

[Notarial Seal]

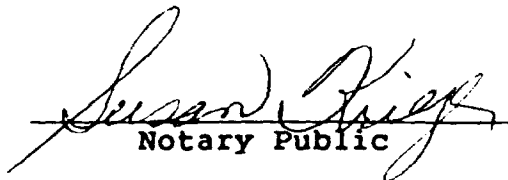
SUSAN KRIEGER  
NOTARY PUBLIC, State of New York  
No. 24-4513915  
Qualified in Kings County  
Commission Expires Feb. 28, 1992

REEL 0759 FRAME 121  
TRADE-MARK

NY:7926P      Trademark Amendment and Assignment

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF NEW YORK )

On the 28th day of August, 1990, before me personally came Mark L. Wilson, to me known, who, being by me duly sworn, did depose and say he resides at New York, New York, and that he is the Vice President of Coleman Spas, Inc., the corporation described in and which executed the above instrument.

  
Notary Public

[Notarial Seal]

SUSAN KRIEGER  
NOTARY PUBLIC, State of New York  
No. 24-4513915  
Qualified in Kings County  
Commission Expires Feb. 28, 1992

TRADE-MARK

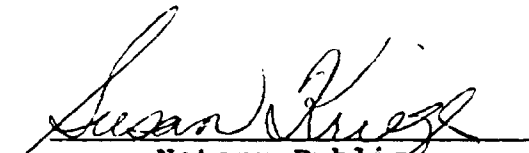
REEL 0759 FRAME 122

NY:7926P Trademark Amendment and Assignment

TRADEMARK  
REEL: 002095 FRAME: 0394

STATE OF NEW YORK )  
                          ) ss:  
COUNTY OF NEW YORK )

On the 28th day of August, 1990, before me personally came Mark L. Wilson, to me known, who, being by me duly sworn, did depose and say he resides at New York, New York, and that he is the Vice President of Master Craft Boat Company, the corporation described in and which executed the above instrument.

  
\_\_\_\_\_  
Notary Public

[Notarial Seal]

SUSAN KRIEGER  
NOTARY PUBLIC, State of New York  
No. 24-4513915  
Qualified in Kings County  
Commission Expires Feb. 28, 1992

TRADE-MARK

REEL 0759 FRAME 123

NY:7926P      Trademark Amendment and Assignment

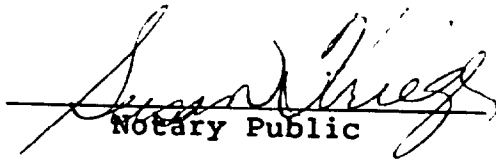
TRADEMARK  
REEL: 002095 FRAME: 0395





STATE OF NEW YORK )  
                          ) ss:  
COUNTY OF NEW YORK )

On the 28th day of August 1990, before me personally came David W. Kratovil, to me known, who, being by me duly sworn, did depose and say he resides at GREENWICH, CONNECTICUT, and that he is the Vice President of Credit Suisse, the corporation described in and which executed the above instrument.

  
Notary Public

[Notarial Seal]

BUSAN KRIEGER  
NOTARY PUBLIC, State of New York  
No. 24-4513915  
Qualified in Kings County  
Commission Expires Feb. 28, 1992

TRADE-MARK

REEL 0759 FRAME 126

NY:7926P      Trademark Amendment and Assignment

TRADEMARK  
REEL: 002095 FRAME: 0398







GRANTOR: THE COLEMAN COMPANY, INC.  
U.S. Trademark Registrations

<u>Reg. No.</u>	<u>Trademark</u>	<u>Issue Date</u>	<u>Product</u>
1,425,506	Coleman & Design ©	01/20/87	Outdoor Knives, Knife Sharpeners, Leather Sheaths for Knives, and Sets Comprised of Stainless Steel Knife, Fork and Spoon
972,133	Coleman Paral- lelogram w/Lantern Logo ©	11/06/73	Backpack Frames, Backpack Sacks, and Backpack Day Packs, Camping Trailers, Motorcycles and Air Conditioners for Vehicles, Backpack Gear - Namely, Backpack Sleeping Bags, Backpack Tents, and Backpack Foam Sleeping Pads
993,702	Coleman Paral- lelogram w/Lantern Logo ©	09/24/74	Portable Electric Lanterns and Batteries
1,014,656	Coleman Paral- lelogram w/lantern logo ©	07/01/75	Sporting Guns and Parts Therefor and Sporting Gun Ammunition
541,687	Coleman Paral- lelogram ©	05/01/51	Oil Warm Air Furnace, Gas & Oil Floor Furnace, Oil Space Heater, Gas & Oil Water Heater, Gasoline Lamp & Lantern, Camp Stove, Iron, Trailer Stove & Heater.
1,082,299	Coleman Paral- lelogram w/lantern logo ©	01/17/78	Electric Water Pumps
1,021,409	Coleman Paral- lelogram w/lantern logo ©	09/30/75	Portable Air Compressors
1,078,866	Coleman Paral- lelogram w/lantern logo ©	12/06/77	Boats and Boat Carriers
1,142,564	Coleman Paral- lelogram w/lantern logo ©	12/09/80	Duffel Bags for Water Skiing, Water Ski Vests, Water Ski Hats, Water Ski Gloves, Water Ski Socks, T-Shirts, Swimsuits, Wet Suits, and Jackets, Water Skis, Water Ski Cases, Water Ski Binding Parts, and Water Ski Ropes

TRADE-MARK

REEL 0759 FRAME 129

\*See Note at end of Schedule 1

865,555	Coleman Paralelogram w/lantern logo •	03/04/69	Jugs and Coolers for Picnic and Camping Use, and for Camping Water Bags, Packaged Liquefied Hydrocarbon Gas Fuels for Lanterns and Outdoor Cookers, Camp Stove Cooking Utensils, Packaged Hydrocarbon Liquid Fuel for Lanterns, Portable Radiant Heaters, and Outdoor Cookers, Camping Sleeping Bags and Tents, Liquid and Gas Fuel Burning Lanterns and Lamps, Replacement Parts Therefor, Accessories and Supplies - Namely, Generators, Gloves, Filter Funnels, and Mantels; Liquid and Gas Fuel Burning Cooking Stoves for Picnic and Camping Use, Replacement Parts Therefore, Accessories and Supplies for Use Therewith - Namely, Camp Stove Ovens, Camp Stove Stands, Camp Stove Griddles, and Camp Stove Heat Drums, Portable Radiant Heaters Using Catalytic Combustion for Outdoor or Camping Use, Gas, Oil, and Electric Furnaces and Wall Heaters, Air Conditioners, Heat Pumps, Coil Blower Units, and Electric Duct Heaters
840,366	Coleman Paralelogram w/Lantern Logo •	12/12/67	Sleeping Bags and Tents
1,497,802	Coleman Paralelogram w/Lantern Logo •	07/26/88	Jackets, Parkas, Vests, Shells, Rainsuits, Pullovers, Pants, Socks, Shoes, Boots, Hiking Boots, Moccasins, Hosiery, Hats, Ski Caps, Baseball Caps, Sweaters, Swimsuits, Gloves, T-Shirts, Sweatshirts, Sweatpants, Shorts, Warmup Suits, Wind-Resistant Jackets, and Scarves, Embroidered Emblems and Belt Buckles
1,552,522	Coleman Paralelogram w/Lantern Logo •	08/22/89	Portable Electric Generators
1,038,477	Coleman •	04/27/76	Sporting Guns and Parts Therefor and Sporting Gun Ammunition
840,367	Coleman •	12/12/67	Sleeping Bags and Tents

TRADE-MARK

REEL 0759 FRAME 130

\*See Note at end of Schedule 1

TRADEMARK  
REEL: 002095 FRAME: 0402

973,159	Coleman •	11/20/73	Backpack Frames, Backpack Sacks, and Backpack Day Packs, Camping Trailers, Motorcycles and Air Conditioners for Vehicles, Backpack Gear - Namely, Backpack Sleeping Bags, Backpack Tents, and Backpack Foam Sleeping Pads
995,200	Coleman •	10/08/74	Portable Electric Lanterns and Batteries
1,021,408	Coleman •	09/30/75	Portable Air Compressors
1,097,378	Coleman •	07/25/78	Boats and Boat Carriers
1,088,024	Coleman •	03/28/78	Electric Water Pumps
862,566	Coleman •	12/31/68	Jugs and Coolers for Picnic and Camping Use, and for Camping Water Bags, Packaged Liquefied Hydrocarbon Gas Fuels for Lanterns and Outdoor Cookers, Camp Stove Cooking Utensils, Packaged Hydrocarbon Liquid Fuels for Lanterns, Portable Radiant Heaters, and Outdoor Cookers, Camping Sleeping Bags and Tents, Liquid and Gas Fuel Burning Lanterns and Lamps, Replacement Parts Therefor, Accessories and Supplies - Namely, Generators, Gloves, Filter Funnel, and Mantels; Liquid and Gas Fuel Burning Cooking Stoves for Picnic and Camping Use, Replacement Parts Therefore, Accessories and Supplies for Use Therewith - Namely, Camp Stove Ovens, Camp Stove Stands, Camp Stove Griddles, and Camp Stove Heat Drums, Portable Radiant Heaters Using Catalytic Combustion for Outdoor or Camping Use, Gas, Oil, and Electric Furnaces and Wall Heaters, Air Conditioners, Heat Pumps, Coil Blower Units, and Electric Duct Heaters
1,142,565	Coleman •	12/09/80	Duffel Bags for Water Skiing, Water Ski Vests, Water Ski Hats, Water Ski Gloves, Water Ski Socks, T-Shirts, Swimsuits, Wet Suits and Jackets, Water Skis, Water Ski Cases, Water Ski Binding Parts, and Water Ski Ropes

TRADE-MARK

REEL 0759 FRAME 131

\*See Note at end of Schedule 1

1,427,226	Coleman ®	02/03/87	Outdoor Knives, Knife Sharpeners, Leather Sheaths for Knives, and Sets Comprised of Stainless Steel Knife, Fork and Spoon
1,556,911	Coleman ®	09/19/89	Jackets, Parkas, Vests, Shells, Rainsuits, Pullovers, Pants, Socks, Shoes, Boots, Hiking Boots, Moccasins, Hosiery, Hats, Ski Caps, Baseball Caps, Sweaters, Swimsuits, Gloves, T-Shirts, Sweatshirts, Sweatpants, Shorts, Warmup Suits, Wind Resistant Jackets, Scarves, Embroidered Patches and Belt Buckles Made of Non-Precious Metal
1,563,048	Coleman ®	10/31/89	Electric Generators
1,588,965	Coleman ®	03/27/90	Shoes
858,231	Coleman Vagabond ®	10/08/68	Tents for Outdoor Camping

REEL 0759 FRAME 132  
 TRADE-MARK

\*See Note at end of Schedule 1

SCHEDULE 1(A) - continued

GRANTOR: THE COLEMAN COMPANY, INC.  
U.S. Trademark Applications

<u>Appl. No.</u>	<u>Trademark</u>	<u>File Date</u>	<u>Product</u>
796,186	Coleman	04/27/89	Spas
[			]
728,540	Coleman Logo with Tub Outline (Composite Mark)	05/16/88	Spas and Hot Tubs
828,081	Coleman	09/28/89	Dog Houses and Cushions
<u>040,537</u>	Coleman	03/21/90	Lawn Mowers

TRADE-MARK

REEL 0759 FRAME 133

\*See Note at end of Schedule 1

SCHEDULE 1(B)

GRANTOR: COLEMAN OUTDOOR PRODUCTS, INC.  
U.S. Trademark Registrations

<u>Req. No.</u>	<u>Trademark</u>	<u>Issue Date</u>	<u>Product</u>
943,577	Acryfil •	09/26/72	Acrylic Filling Material Sold Only as a Component of Sleeping Bags
1,041,708	Band-A-Blu •	06/22/76	Campstove Burners
951,798	Charger •	01/30/73	Portable Electric Lantern & Batteries Therefor
1,163,781	Classic •	08/04/81	Tents
1,040,079	Colex •	05/25/76	Glass Globes for Fuel Burning Lanterns
1,303,764	Columbia •	11/06/84	Tents
873,427	Dial-Temp •	07/22/69	Portable Catalytic Heaters for Use in Tents, Campers, Duck Blinds and the Like
1,075,886	Easy-Lite •	10/25/77	Valves Sold as Components of Liquid Fuel Burning Lanterns
1,344,130	Free Flow •	06/25/85	Life Vests
994,483	Greatest Name In the Great Outdoors (The) •	10/01/74	Insulated Jugs and Coolers for Picnic and Camping Use, Camping Sleeping Bags and Tents, Camping Stoves, Ovens, Lanterns, and Radiant Heaters
1,138,590	Inflate-All •	08/12/80	Portable Air Compressors
1,244,520	Insul •	07/05/83	Synthetic Filling Material for Sleeping Bags
937,329	Low-Boy •	07/11/72	Chest-type Picnic Coolers
1,087,259	Marine Logo •	03/14/78	Boats and Boat Carriers for Mounting on the Roof of Vehicles
848,151	Oasis •	04/30/68	Tents for Outdoor Camping
1,309,055	Odyssey •	12/11/84	Tents

TRADE-MARK

REEL 0759 FRAME 134

\*See Note at end of Schedule 1



<u>Req. No.</u>	<u>Trademark</u>	<u>Issue Date</u>	<u>Product</u>
1,074,587	Oscar ®	10/04/77	Picnic Coolers
1,087,247	Peak 1 ®	03/14/78	Backpack Stoves, Backpack Frames, Packs, and Day Sacks, Backpack Sleeping Bags and Tents
1,074,546	Peak 1 ®	10/04/77	Backpacks, Clothing for Men and Women - Namely, Jackets, Parkas and Vests
1,395,846	Peak 1 Logo ®	07/03/86	Outdoor Apparel, Namely Parkas, Jackets, Vests, and Rain Suits
888,899	Poly-Lite ®	04/07/70	Coolers for Picnic and Camping Use
1,125,982	Ram-Flx ®	10/16/79	Backpack Frames
1,085,978	Ram-X ®	02/21/78	Molded Plastic Components of Boats - Namely, Seats, End Caps and Bulkheads
999,690	Roundabout ®	12/17/74	Combination Picnic Jug and Cooler
1,194,283	Scanoe ®	04/27/82	Square Stern Canoes
621,304	Silk-Lite ®	02/14/56	Incandescent Mantles
679,069	Snow-Lite ®	05/26/59	Picnic Coolers and Insulated Jugs
747,629	Sportster ®	04/02/63	Camping Stoves
1,260,551	Steel-Belted ®	12/06/83	Insulated Food and Beverage Coolers
1,322,237	Vagabond ®	02/26/85	Tents
1,078,868	Versa-Top ®	12/06/77	Automobile Boat Carrier
1,008,824	Villa Del Mar ®	04/15/75	Tents for Outdoor Camping

TRADE-MARK

REEL 0759 FRAME 135

\*See Note at end of Schedule 1

TRADEMARK  
REEL: 002095 FRAME: 0407

SCHEDULE 1(B) - continued

GRANTOR: COLEMAN OUTDOOR PRODUCTS, INC.  
U.S. Trademark Applications

<u>Appl. No.</u>	<u>File Date</u>	<u>Trademark</u>	<u>Product</u>
828,082	09/28/89	Cubby	Dog Houses and Cushions for Dog Houses
034,186	02/26/90	Peak Design	Fuel, Camp Stoves, Lanterns, Sleeping Bags, Backpacks, Cooking Utensils, Mugs

TRADE-MARK

REEL 0759 FRAME 136

\*See Note at end of Schedule 1

TRADEMARK  
REEL: 002095 FRAME: 0408

SCHEDULE 1(F)

GRANTOR: COLEMAN SPAS, INC.  
U.S. Trademark Registrations

<u>Reg. No.</u>	<u>Trademark</u>	<u>Issue Date</u>	<u>Product</u>
1,124,061	California Cooperage Redwood Hot Tubs ®	08/14/79	Redwood Tubs for Use for Human Bathing Purposes, Therapeutic Purposes or as "Hot Tubs" for Human Enjoyment
1,245,176	California Cooperage ®	07/12/83	Hot Tubs and Spas in the Nature of Heated Pools, and Parts Therefor
1,126,944	California Cooperage ®	11/20/79	Redwood Tubs for Use for Human Bathing Purposes, Therapeutic Purposes or as "Hot Tubs" for Human Enjoyment
1,351,569	California Cooperage ®	07/30/85	Hot Tubs and Spas
1,505,721	California Cooperage ®	09/27/88	Hot Tubs in the Nature of Heated Pools
[			]
1,519,706	Horizon ®	01/10/89	Spas in the Nature of Heated Pools
1,279,725	Roll-Top ®	05/29/84	Covers for Hot Tubs and Spas
1,289,518	Spatub ®	08/07/84	Heated Pools
1,519,707	Spectrum ®	01/10/89	Spas in the Nature of Heated Pools
1,290,882	Westwind Spas ®	08/21/84	Spas in the Nature of Heated Pools

TRADE-MARK

REEL 0259 FRAME 137

\*See Note at end of Schedule 1

SCHEDULE 1(F) - continued

GRANTOR: COLEMAN SPAS, INC.  
U.S. Trademark Applications

<u>Appl. No.</u>	<u>Trademark</u>	<u>Product</u>	<u>File Date</u>
013,740	Thermo-Lock	Spas	12/26/89
<u>048,238</u>	<u>Powerworks</u>	<u>Pump, Heater and Electrical Power Panel Sold as a Unit for Spas in the Nature of Hot Tubs and Spas</u>	<u>04/12/90</u>

TRADE-MARK

REEL 0759 FRAME 138

\*See Note at end of Schedule 1

TRADEMARK  
REEL: 002095 FRAME: 0410

SCHEDULE 1(G)

GRANTOR: O'BRIEN INTERNATIONAL, INC.  
U.S. Trademark Registrations

<u>Reg. No.</u>	<u>Trademark</u>	<u>Issue Date</u>	<u>Product</u>
1,198,934	Bullfrog ◉	06/22/82	Water Knee Boards
1,406,889	Mirage ◉	08/26/86	Water Skis
1,265,133	O' ◉	01/24/84	Water Skis, Water Ski Vests, and Tow Ropes for Water Skiing
1,472,921	O' Logo with ◉ Lightning Bolt	01/19/88	Life Vests, Tee-Shirts and Hats, Sailboards and Parts Thereof
1,019,479	O'Brien ◉	09/02/75	Sporting Goods-Namely, Water Skis, Water Ski Vests and Tow Ropes for Water Skiing
1,011,062	O'Brien ◉	05/20/75	Jackets, T-Shirts, Gloves, Hats and Swimming Trunks
1,371,212	O'Brien ◉	11/19/85	Boats
1,512,847	Pro Lok ◉	11/15/88	Water Ski Binding Locks
1,406,890	Pulse ◉	08/26/86	Water Skis
1,402,349	Spectrum ◉	07/22/86	Water Skis
1,521,114	Tunnel Board ◉	01/17/89	Water Sports Equipment, Namely Kneeboards
1,068,197	World Team ◉	06/21/77	Sporting Goods - Namely, Water Skis and Water Ski Vests

TRADE-MARK

REEL 0759 FRAME 139

\*See Note at end of Schedule 1

SCHEDULE 1(G) - continued

GRANTOR: O'BRIEN INTERNATIONAL, INC.  
U.S. Trademark Applications

<u>Appl. No.</u>	<u>Trademark</u>	<u>Product</u>	<u>File Date</u>
013,787	O and Lightning Bolt	Ski Boards, Kneeboards	12/26/89
015,639	O and Lightning Bolt	Sailboards, Sails, T-Shirts	01/02/90
018,361	Camille	PFD, Cases/Bags, Clothing	01/12/90
018,416	O'Brien Buoy/Water Logo	Clothing, Inflatables, Ropes and Accessories	01/12/90
018,417	O and Wedge Design	PFD, Watches, Bags/Cases and Clothing	01/12/90
018,558	O'Brien	Shoes	01/12/90

REEL 0759 FRAME 140  
TRADE-MARK

\*See Note at end of Schedule 1

SCHEDULE 1(H)

GRANTOR: SKEETER PRODUCTS, INC.  
U.S. Trademark Registrations

<u>Reg. No.</u>	<u>Trademark</u>	<u>Issue Date</u>	<u>Product</u>
1,175,067	Diamondcore ®	10/27/81	Boats
1,457,907	Skeeter ®	09/22/87	Boat Polish and Cleaner, Metal Key Chains, Bass Boats, Tote Bags, Portable Ice Chests for Food and Beverages, Jackets, Windbreakers, Sweaters, Caps, Scarves
758,037	Skeeter ®	10/08/63	Boats
1,463,339	S Logo ®	11/03/87	Life Vests, Clothing, Namely, Jackets, Caps, Sweaters, Shirts, and Shorts
1,105,586	Wrangler ®	11/07/78	Boats

TRADE-MARK

REEL 0259 FRAME 141

\*See Note at end of Schedule 1

SCHEDULE 1(I)

GRANTOR: COLEMAN POWERMATE, INC.  
U.S. Trademark Registrations

<u>Reg. No.</u>	<u>Trademark</u>	<u>Issue Date</u>	<u>Product</u>
1,229,284	Powermate ®	03/08/83	Portable Electric Power Supply Unit Comprising an Internal Combustion Engine and Generator
1,429,853	Tradesman ®	02/24/87	Electric Generators

TRADE-MARK

REEL 0759 FRAME 142

\*See Note at end of Schedule 1



GRANTOR: COLEMAN POWERMATE, INC.  
U.S. Trademark Applications

<u>Appl. No.</u>	<u>Trademark</u>	<u>Product</u>	<u>File Date</u>
768,241	Maxa	Portable Electric Generators	12/05/88
768,239	Powerbase	Portable Electric Generators	12/05/88

REEL 0759 FRAME 143  
TRADE-MARK

\*See Note at end of Schedule 1

GRANTOR: MASTER CRAFT BOAT COMPANY  
 U.S. Trademark Registrations

<u>Reg. No.</u>	<u>Trademark</u>	<u>Issue Date</u>	<u>Product</u>
1,136,108	Master Craft Logo ®	05/27/80	Ski Boats
1,427,389	Master Craft ®	02/03/87	Boats and Boat Trailers
1,185,663	Power Slot Logo ®	01/12/82	Ski Boats

TRADE-MARK

REEL 0759 FRAME 144

\*See Note at end of Schedule 1

**Note:**

United States Trademark Registrations issued or renewed prior to prior to November 16, 1989 lapse 20 years after issue or renewal. United States Trademark Registrations issued or renewed on or after November 16, 1989 lapse 10 years after issue or renewal. Such registrations may be renewed for an indefinite number of additional terms provided use requirements are met.

Canada Trademark Registrations lapse 15 years after issue or renewal. Such registrations may be renewed for an indefinite number of additional terms provided use requirements are met.

Federal Republic of Germany Trademark Registrations lapse 10 years following the date of application and are renewable for an indefinite number of ten year terms.

TRADE-MARK

REEL 0759 FRAME 145

SCHEDULE II  
to  
Trademark Security Agreement

TRADEMARK LICENSES

1. Licensor: The Coleman Company, Inc., 250 North St. Francis Avenue,  
Wichita, Kansas 67202  
  
Licensee: Wolverine World Wide, Inc., Rockhill Division, 9341  
Courtland Drive, Rockford, Michigan 49351  
  
Mark: COLEMAN  
  
Goods: Footwear including, but not limited to casuals, workboots,  
and footwear for camping, sailing, boating, walking,  
fishing, and other outdoor activities.  
  
Term: April 1, 1990 to March 31, 1995, extendable to March 31,  
1997, with an option to extend 3 years beyond.  
  
Territory: U.S.
  
2. Licensor: The Coleman Company, Inc., 250 North St. Francis Avenue,  
Wichita, Kansas 67202  
  
Licensee: Maven International, Inc., 350 Fifth Avenue, Suite 4210, New  
York, New York 10118  
  
Mark: COLEMAN  
  
Goods: Apparel; more specifically pants, shorts, tee shirts,  
jackets, sweaters, swimwear, woven and knit shirts, and  
other apparel for hunting, fishing and other outdoor  
activities.  
  
Term: August 1, 1987 to August 31, 1988, extendable two (2) one-  
year terms, with option to extend beyond.  
  
Territory: U.S.

TRADE-MARK

REEL 0759 FRAME 146

SCHEDULE II  
to  
Trademark Security Agreement

(Continued)

3. Licensors: The Coleman Company, Inc., 250 North St. Francis Avenue,  
Wichita, Kansas 67202
- Licensee: Playmates Toys, Inc., 16200 Trojan Way, La Mirada,  
California 90638
- Mark: COLEMAN
- Goods: Toys intended for use by children 12 years old or younger.
- Term: July 1, 1988 to December 31, 1990, extendable for one (1)  
one-year period and one (1) two-year period, with an option  
to extend beyond.
- Territory: Worldwide
4. Licensors: The Coleman Company, Inc., 250 North St. Francis Avenue,  
Wichita, Kansas 67202
- Licensee: Comar Trading, Inc. (Kunan, Mark)
- Mark: COLEMAN
- Services: License to use trade name "Coleman Apparel" on door or  
marque of office in connection with Licensing Representative  
Agreement, whereby Licensee solicits other licensees of the  
mark COLEMAN.
- Term: August 1, 1989 to December 31, 1990, renewable for two (2)  
additional two-year periods.
- Territory: New York

TRADE-MARK

REEL 0759 FRAME 147

SCHEDULE II  
to  
Trademark Security Agreement

(Continued)

5. Licensor: Marvel Entertainment Group, Inc.  
Licensee: Coleman Outdoor Products, Inc.  
Mark: Spider Man, etc.  
Goods: Sleeping Bags  
Term: Expires December 31, 1991  
Territory: U.S.A., its territories and possessions and Puerto Rico

TRADE-MARK

REEL 0759 FRAME 148

Schedule 3  
to  
Trademark Security Agreement

OTHER DISCLOSED MATTERS

1. On April 17, 1987, Panamax, a California Corporation filed Trademark Application Serial Number 655,686 for Powermate. Coleman Powermate, Inc. opposed the application based upon its U.S. Patent and Trademark Office Registration number 1,229,284 for Powermate. The opposition was settled by Panamax limiting the description of goods in its application to "battery-powered electrical power supplies, surge suppressors, and filters used as a unit for surge suppression and filtering and for temporary power backup for electronic devices during interruption of primary AC power." Coleman Powermate agreed to dismiss the opposition without prejudice.
2. U.S. Patent and Trademark Office Application Serial Number 623,413 for "Pro Loc" filed by O'Brien International, Inc. was opposed by Ste' Look based upon the alleged phonetic similarity between "Loc" and "Look". Ste' Look offers snow ski products and has several registrations for those products. The opposition was settled by O'Brien International, Inc. agreeing to limit its use of Pro Loc to "water ski binding locks, retaining devices for water ski binding, water skis, water ski bindings, water ski tow ropes and water ski accessories, water ski life vests, and clothing worn by participants in water recreational or water sporting activities." O'Brien also agreed to not object to the use of the trademark "Look" with respect to nautical goods, including, without limitation, water skis, water ski bindings and any other goods or services related to water recreational or water sporting activities.
3. The Coleman Company, Inc. and Toleman Holding Company, Ltd. entered into a non assertion agreement effective on September 23, 1983 under which The Coleman Company, Inc. agreed to not oppose registration by Toleman Holding Company, Ltd. of Toleman in any country of the world and under which Toleman Holding Company, Ltd. agreed to not oppose registration by The Coleman Company, Inc. of the mark "Coleman" in any country of the world. This non assertion agreement was used as the basis of resolving several then pending trademark opposition actions.

TRADE-MARK

REEL 0759 FRAME 149

Schedule 1  
to  
Amendment and Assignment of  
Trademark Security Agreement

LIST OF U.S., CANADIAN AND WEST GERMAN TRADEMARKS

- A. THE COLEMAN COMPANY, INC.
- B. COLEMAN OUTDOOR PRODUCTS, INC.
- F. COLEMAN SPAS, INC.
- G. O'BRIEN INTERNATIONAL, INC.
- H. SKEETER PRODUCTS, INC.
- I. COLEMAN POWERMATE, INC.
- J. MASTER CRAFT BOAT COMPANY

TRADE-MARK

REEL 0759 FRAME 150



ASSIGNMENT

We, The Coleman Company, Inc., located at 200 North Saint Francis, Wichita, Kansas, U.S.A., do hereby declare that we are the applicant of the Japanese trademark application numbers

811/1977	PEAK I Design
8114/1977	PEAK I Design
54-34694	OUTING
62-012377	COLEMAN Logo
63-011936	VENTURI
01-016247	COLEMAN in Katakana

and that we have assigned the rights and interests in the said applications to Credit Suisse, located at 100 Wall Street, New York, New York, U.S.A.

Dated this \_\_\_\_ day of \_\_\_\_\_, 1990.

By: \_\_\_\_\_

CERTIFICATE OF CORPORATION

I do hereby certify that The Coleman Company, Inc. mentioned in the foregoing Assignment, is a Corporation duly organized and existing under the laws of the State of Kansas, U.S.A., and that \_\_\_\_\_ who signed the foregoing Assignment is a lawful representative of the said Corporation and is authorized to sign documents on behalf of the said Corporation.

Dated this \_\_\_\_ day of \_\_\_\_\_, 1990.

\_\_\_\_\_  
Notary Public

TRADE-MARK

REEL 0759 FRAME 151

ASSIGNMENT

We, O'Brien International, Inc., located at 14615 N.E. 91st Street, Redmond, Washington, U.S.A., do hereby declare that we are the applicant of the Japanese trademark application numbers

and that we have assigned the rights and interests in the said applications to Credit Suisse, located at 100 Wall Street, New York, New York, U.S.A.

Dated this \_\_\_\_ day of \_\_\_\_\_, 1990.

By: \_\_\_\_\_

TRADE-MARK

REEL 0759 FRAME 152

CERTIFICATE OF CORPORATION

I do hereby certify that O'Brien International, Inc. mentioned in the foregoing Assignment, is a Corporation duly organized and existing under the laws of the State of Washington, U.S.A., and that \_\_\_\_\_ who signed the foregoing Assignment is a lawful representative of the said Corporation and is authorized to sign documents on behalf of the said Corporation.

Dated this \_\_\_\_ day of \_\_\_\_\_, 1990.

\_\_\_\_\_

Notary Public

7021i/14

ASSIGNMENT

We, The Coleman Company, Inc., located at 200 North Saint Francis, Wichita, Kansas, U.S.A., do hereby declare that we are the applicant of the Japanese trademark application numbers

and that we have assigned the rights and interests in the said applications to Credit Suisse, located at 100 Wall Street, New York, New York, U.S.A.

Dated this \_\_\_\_ day of \_\_\_\_\_, 1990.

By: \_\_\_\_\_

CERTIFICATE OF CORPORATION

I do hereby certify that The Coleman Company, Inc. mentioned in the foregoing Assignment, is a Corporation duly organized and existing under the laws of the State of Kansas, U.S.A., and that \_\_\_\_\_ who signed the foregoing Assignment is a lawful representative of the said Corporation and is authorized to sign documents on behalf of the said Corporation.

Dated this \_\_\_\_ day of \_\_\_\_\_, 1990.

\_\_\_\_\_  
Notary Public

REEL 0759 FRAME 153  
TRADE-MARK

ASSIGNMENT

We, O'Brien International, Inc., located at 14615 N.E. 91st Street, Redmond, Washington, U.S.A., do hereby declare that we are the applicant of the Japanese trademark application numbers

1-98813 O'BRIEN

1-98814 O'BRIEN

and that we have assigned the rights and interests in the said applications to Credit Suisse, located at 100 Wall Street, New York, New York, U.S.A.

Dated this \_\_\_\_ day of \_\_\_\_\_, 1990.

By: \_\_\_\_\_

CERTIFICATE OF CORPORATION

I do hereby certify that O'Brien International, Inc. mentioned in the foregoing Assignment, is a Corporation duly organized and existing under the laws of the State of Washington, U.S.A., and that \_\_\_\_\_ who signed the foregoing Assignment is a lawful representative of the said Corporation and is authorized to sign documents on behalf of the said Corporation.

Dated this \_\_\_\_ day of \_\_\_\_\_, 1990.

\_\_\_\_\_  
Notary Public

REEL 0759 FRAME 154  
TRADE-MARK

ASSIGNMENT AND CONSENT

(1) ASSIGNMENT

We, The Coleman Company, Inc., located at 200 North Saint Francis, Wichita, Kansas, U.S.A., do hereby declare that we are the registrants of the Japanese trademark registration numbers

387,738	COLEMAN & Device
388,422	COL-MAX & Device
491,553	COLEMAN Logo
692,180	COLEMAN Logo
955,381	COLEMAN Logo
1,056,641	COLEMAN Logo
1,071,771	DURA-BOND
1,166,771	COLEMAN (word)
1,197,406	COLEMAN (word)
1,197,407	COLEMAN in Katakana
1,226,323	COLEMAN Logo
1,226,324	COLEMAN in Katakana
1,258,404	COLEMAN Logo
1,258,405	COLEMAN in Katakana
1,406,461	COLEMAN in Katakana
1,420,478	COLEMAN in Katakana
1,507,004	PEAK I Design

REEL 0759 FRAME 155  
TRADE-MARK

1,528,037	PEAK I (word)
1,494,820	PEAK I (word)
1,640,036	PEAK I (block letters)
1,793,997	PEAK I (word)
1,476,643	SPORTSTER (Japanese letters)
1,558,222	OUTING
2,096,970	COLEMAN Logo
2,153,675	COLEMAN Logo
2,064,428	COLEMAN Logo

and that we have assigned all rights and interests in the said registrations to Credit Suisse located at 100 Wall Street, New York, New York, U.S.A.

(2) CONSENT

Further, we, The Coleman Company, Inc., do hereby declare that we have no objections and consent that the said Assignee, Credit Suisse, may file an application for the registration of transfer of the above trademark rights with regard to Japanese trademark registration numbers

387,738	COLEMAN & Device
388,422	COL-MAX & Device
491,553	COLEMAN Logo
692,180	COLEMAN Logo
955,381	COLEMAN Logo
1,056,641	COLEMAN Logo
1,071,771	DURA-BOND
1,166,771	COLEMAN (word)
1,197,406	COLEMAN (word)

TRADE-MARK

REEL 0759 FRAME 156

1,197,407	COLEMAN in Katakana
1,226,323	COLEMAN Logo
1,226,324	COLEMAN in Katakana
1,258,404	COLEMAN Logo
1,258,405	COLEMAN in Katakana
1,406,461	COLEMAN in Katakana
1,420,478	COLEMAN in Katakana
1,507,004	PEAK I Design
1,528,037	PEAK I (word)
1,494,820	PEAK I (word)
1,640,036	PEAK I (block letters)
1,793,997	PEAK I (word)
1,476,643	SPORTSTER (Japanese letters)
1,558,222	OUTING
2,096,970	COLEMAN Logo
2,153,675	COLEMAN Logo
2,064,428	COLEMAN Logo

REEL 0739 FRAME 157  
 TRADE-MARK

in the sole name of the Assignee.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1990.

THE COLEMAN COMPANY, INC.

By: \_\_\_\_\_  
 Name:  
 Title:

SCHEDULE 1(H)

GRANTOR: SKEETER PRODUCTS, INC.  
U.S. Trademark Registrations

<u>Reg. No.</u>	<u>Trademark</u>	<u>Issue Date</u>	<u>Product</u>
1,175,067	Diamondcore ®	10/27/81	Boats
1,457,907	Skeeter ®	09/22/87	Boat Polish and Cleaner, Metal Key Chains, Bass Boats, Tote Bags, Portable Ice Chests for Food and Beverages, Jackets, Windbreakers, Sweaters, Caps, Scarves
758,037	Skeeter ®	10/08/63	Boats
1,463,339	S Logo ®	11/03/87	Life Vests, Clothing, Namely, Jackets, Caps, Sweaters, Shirts, and Shorts
1,105,586	Wrangler ®	11/07/78	Boats

TRADE-MARK

REEL 02095 FRAME 158

\*See Note at end of Schedule 1



SCHEDULE 1(I)

GRANTOR: COLEMAN POWERMATE, INC.  
U.S. Trademark Registrations

<u>Reg. No.</u>	<u>Trademark</u>	<u>Issue Date</u>	<u>Product</u>
1,229,284	Powermate ®	03/08/83	Portable Electric Power Supply Unit Comprising an Internal Combustion Engine and Generator
1,429,863	Tradesman ®	02/24/87	Electric Generators

TRADE-MARK

REEL 0759 FRAME 159

\*See Note at end of Schedule 1

SCHEDULE 1(1) - continued

GRANTOR: COLEMAN POWERMATE, INC.  
U.S. Trademark Applications

<u>Appl. No.</u>	<u>Trademark</u>	<u>Product</u>	<u>File Date</u>
768,241	Maxa	Portable Electric Generators	12/05/88
768,239	Powerbase	Portable Electric Generators	12/05/88

TRADE-MARK

REEL 0759 FRAME 160

\*See Note at end of Schedule 1

TRADEMARK  
REEL: 002095 FRAME: 0432

SCHEDULE 1(J)

GRANTOR: MASTER CRAFT BOAT COMPANY  
U.S. Trademark Registrations

<u>Reg. No.</u>	<u>Trademark</u>	<u>Issue Date</u>	<u>Product</u>
1,136,108	Master Craft Logo ®	05/27/80	Ski Boats
1,427,389	Master Craft ®	02/03/87	Boats and Boat Trailers
1,185,668	Power Slot Logo ®	01/12/82	Ski Boats

TRADE-MARK

REEL 0259 FRAME 161

\*See Note at end of Schedule 1

TRADEMARK  
REEL: 002095 FRAME: 0433

SCHEDULE 1(H) - continued

GRANTOR: SKEETER PRODUCTS, INC.  
U.S. Common Law Trademarks

<u>Trademark</u>	<u>Product</u>
Spectrum ™	Bass Boats
Strada ™	Boat

REEL 0759 FRAME 162  
TRADE-MARK

\*See Note at end of Schedule 1

SCHEDULE 1(G) - continued

GRANTOR: O'BRIEN INTERNATIONAL, INC.  
Canadian Trademark Registration

<u>Reg. No.</u>	<u>Trademark</u>	<u>Renewal or Expiry</u>
230,779	O'Brien ®	10/27/93

REEL 0259 FRAME 163  
TRADE-MARK

\*See Note at end of Schedule 1

TRADEMARK  
REEL: 002095 FRAME: 0435

SCHEDULE 1(I) - continued

GRANTOR: COLEMAN POWERMATE, INC.  
U.S. Common Law Trademarks

<u>Trademark</u>	<u>Product</u>
Commercial <sup>™</sup>	Portable Electric Generators

TRADE-MARK

REEL 0359 FRAME 164

\*See Note at end of Schedule 1

TRADEMARK  
REEL: 002095 FRAME: 0436

SCHEDULE 1(J) - continued

GRANTOR: MASTER CRAFT BOAT COMPANY  
U.S. Common Law Trademarks

<u>Trademark</u>	<u>Product</u>
Pro Star ™	Boats
Tri-Star ™	Boats

REEL 0259 FRAME 165  
TRADE-MARK

\*See Note at end of Schedule 1

GRANTOR: MASTER CRAFT BOAT COMPANY  
Canadian Trademark Registrations

<u>Reg. No.</u>	<u>Trademark</u>	<u>Renewal or Expiration</u>
278,849	MASTER CRAFT with Stars Logo ®	04/15/98
279,921	MASTER CRAFT & Design ®	06/03/98

TRADE-MARK

REEL 0759 FRAME 166

\*See Note at end of Schedule 1



Note:

United States Trademark Registrations issued or renewed prior to prior to November 16, 1989 lapse 20 years after issue or renewal. United States Trademark Registrations issued or renewed on or after November 16, 1989 lapse 10 years after issue or renewal. Such registrations may be renewed for an indefinite number of additional terms provided use requirements are met.

Canada Trademark Registrations lapse 15 years after issue or renewal. Such registrations may be renewed for an indefinite number of additional terms provided use requirements are met.

Federal Republic of Germany Trademark Registrations lapse 10 years following the date of application and are renewable for an indefinite number of ten year terms.

TRADE-MARK

REEL 0759 FRAME 167

SCHEDULE II  
to  
Trademark Security Agreement

TRADEMARK LICENSES

1. Licensors: The Coleman Company, Inc., 250 North St. Francis Avenue,  
Wichita, Kansas 67202  
  
Licensee: Wolverine World Wide, Inc., Rockhill Division, 9341  
Courtland Drive, Rockford, Michigan 49351  
  
Mark: COLEMAN  
  
Goods: Footwear including, but not limited to casuals, workboots,  
and footwear for camping, sailing, boating, walking,  
fishing, and other outdoor activities.  
  
Term: April 1, 1990 to March 31, 1995, extendable to March 31,  
1997, with an option to extend 3 years beyond.  
  
Territory: U.S.
  
2. Licensors: The Coleman Company, Inc., 250 North St. Francis Avenue,  
Wichita, Kansas 67202  
  
Licensee: Maven International, Inc., 350 Fifth Avenue, Suite 4210, New  
York, New York 10118  
  
Mark: COLEMAN  
  
Goods: Apparel; more specifically pants, shorts, tee shirts,  
jackets, sweaters, swimwear, woven and knit shirts, and  
other apparel for hunting, fishing and other outdoor  
activities.  
  
Term: August 1, 1987 to August 31, 1988, extendable two (2) one-  
year terms, with option to extend beyond.  
  
Territory: U.S.

TRADE-MARK

REEL 0759 FRAME 168

SCHEDULE II  
to  
Trademark Security Agreement

(Continued)

3. Licensor: The Coleman Company, Inc., 250 North St. Francis Avenue,  
Wichita, Kansas 67202
- Licensee: Playmates Toys, Inc., 16200 Trojan Way, La Mirada,  
California 90638
- Mark: COLEMAN
- Goods: Toys intended for use by children 12 years old or younger.
- Term: July 1, 1988 to December 31, 1990, extendable for one (1)  
one-year period and one (1) two-year period, with an option  
to extend beyond.
- Territory: Worldwide
4. Licensor: The Coleman Company, Inc., 250 North St. Francis Avenue,  
Wichita, Kansas 67202
- Licensee: Comar Trading, Inc. (Kunan, Mark)
- Mark: COLEMAN
- Services: License to use trade name "Coleman Apparel" on door or  
marque of office in connection with Licensing Representative  
Agreement, whereby Licensee solicits other licensees of the  
mark COLEMAN.
- Term: August 1, 1989 to December 31, 1990, renewable for two (2)  
additional two-year periods.
- Territory: New York

TRADE-MARK

REEL 0759 FRAME 169

SCHEDULE II  
to  
Trademark Security Agreement

(Continued)

5. Licensor: Marvel Entertainment Group, Inc.  
Licensee: Coleman Outdoor Products, Inc.  
Mark: Spider Man, etc.  
Goods: Sleeping Bags  
Term: Expires December 31, 1991  
Territory: U.S.A., its territories and possessions and Puerto Rico

REEL 0759 FRAME 170

TRADE-MARK

Schedule 3  
to  
Trademark Security Agreement

OTHER DISCLOSED MATTERS

1. On April 17, 1987, Panamax, a California Corporation filed Trademark Application Serial Number 655,686 for Powermate. Coleman Powermate, Inc. opposed the application based upon its U.S. Patent and Trademark Office Registration number 1,229,284 for Powermate. The opposition was settled by Panamax limiting the description of goods in its application to "battery-powered electrical power supplies, surge suppressors, and filters used as a unit for surge suppression and filtering and for temporary power backup for electronic devices during interruption of primary AC power." Coleman Powermate agreed to dismiss the opposition without prejudice.
2. U.S. Patent and Trademark Office Application Serial Number 623,413 for "Pro Loc" filed by O'Brien International, Inc. was opposed by Ste' Look based upon the alleged phonetic similarity between "Loc" and "Look". Ste' Look offers snow ski products and has several registrations for those products. The opposition was settled by O'Brien International, Inc. agreeing to limit its use of Pro Loc to "water ski binding locks, retaining devices for water ski binding, water skis, water ski bindings, water ski tow ropes and water ski accessories, water ski life vests, and clothing worn by participants in water recreational or water sporting activities." O'Brien also agreed to not object to the use of the trademark "Look" with respect to nautical goods, including, without limitation, water skis, water ski bindings and any other goods or services related to water recreational or water sporting activities.
3. The Coleman Company, Inc. and Toleman Holding Company, Ltd. entered into a non assertion agreement effective on September 23, 1983 under which The Coleman Company, Inc. agreed to not oppose registration by Toleman Holding Company, Ltd. of Toleman in any country of the world and under which Toleman Holding Company, Ltd. agreed to not oppose registration by The Coleman Company, Inc. of the mark "Coleman" in any country of the world. This non assertion agreement was used as the basis of resolving several then pending trademark opposition actions.

TRADE-MARK

REEL 0759 FRAME 171

Schedule 1  
to  
Amendment and Assignment of  
Trademark Security Agreement

LIST OF U.S., CANADIAN AND WEST GERMAN TRADEMARKS

- A. THE COLEMAN COMPANY, INC.
- B. COLEMAN OUTDOOR PRODUCTS, INC.
- F. COLEMAN SPAS, INC.
- G. O'BRIEN INTERNATIONAL, INC.
- H. SKEETER PRODUCTS, INC.
- I. COLEMAN POWERMATE, INC.
- J. MASTER CRAFT BOAT COMPANY

TRADE-MARK

REEL 0759 FRAME 172

EXHIBIT B

ASSIGNMENT AND CONSENT

(1) ASSIGNMENT

We, O'Brien International Inc., located at 14615 N.E. 91st Street, Redmond, Washington, U.S.A., do hereby declare that we are the registrants of the Japanese trademark registration numbers

1,789,669      FREESAIL & Design

1,789,670      FREESAIL (word)

and that we have assigned all rights and interests in the said registrations to Credit Suisse located at 100 Wall Street, New York, New York, U.S.A.

(2) CONSENT

Further, we, O'Brien International, Inc., do hereby declare that we have no objections and consent that the said Assignee, Credit Suisse, may file an application for the registration of transfer of the above trademark rights with regard to Japanese trademark registration numbers

1,789,669      FREESAIL & Design

1,789,670      FREESAIL (word)

in the sole name of the Assignee.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1990.

O'BRIEN INTERNATIONAL INC.

By: \_\_\_\_\_  
Name:  
Title:

7021i/7

TRADE-MARK

REEL 0759 FRAME 173

TRADEMARK  
REEL: 002095 FRAME: 0445

SCHEDULE 1(A)

GRANTOR: THE COLEMAN COMPANY, INC.  
U.S. Trademark Registrations

<u>Reg. No.</u>	<u>Trademark</u>	<u>Issue Date</u>	<u>Product</u>
1,425,506	Coleman & Design ®	01/20/87	Outdoor Knives, Knife Sharpeners, Leather Sheaths for Knives, and Sets Comprised of Stainless Steel Knife, Fork and Spoon
972,133	Coleman Paralelogram w/Lantern Logo ®	11/06/73	Backpack Frames, Backpack Sacks, and Backpack Day Packs, Camping Trailers, Motorcycles and Air Conditioners for Vehicles, Backpack Gear - Namely, Backpack Sleeping Bags, Backpack Tents, and Backpack Foam Sleeping Pads
993,702	Coleman Paralelogram w/Lantern Logo ®	09/24/74	Portable Electric Lanterns and Batteries
1,014,656	Coleman Paralelogram w/lantern logo ®	07/01/75	Sporting Guns and Parts Therefor and Sporting Gun Ammunition
541,687	Coleman Paralelogram ®	05/01/51	Oil Warm Air Furnace, Gas & Oil Floor Furnace, Oil Space Heater, Gas & Oil Water Heater, Gasoline Lamp & Lantern, Camp Stove, Iron, Trailer Stove & Heater.
1,082,299	Coleman Paralelogram w/lantern logo ®	01/17/78	Electric Water Pumps
1,021,409	Coleman Paralelogram w/lantern logo ®	09/30/75	Portable Air Compressors
1,078,866	Coleman Paralelogram w/lantern logo ®	12/06/77	Boats and Boat Carriers
1,142,564	Coleman Paralelogram w/lantern logo ®	12/09/80	Duffel Bags for Water Skiing, Water Ski Vests, Water Ski Hats, Water Ski Gloves, Water Ski Socks, T-Shirts, Swimsuits, Wet Suits, and Jackets, Water Skis, Water Ski Cases, Water Ski Binding Parts, and Water Ski Ropes

TRADE-MARK

REEL 0759 FRAME 174

\*See Note at end of Schedule 1



865,555	Coleman Paralelogram w/lantern logo ®	03/04/69	Jugs and Coolers for Picnic and Camping Use, and for Camping Water Bags, Packaged Liquefied Hydrocarbon Gas Fuels for Lanterns and Outdoor Cookers, Camp Stove Cooking Utensils, Packaged Hydrocarbon Liquid Fuel for Lanterns, Portable Radiant Heaters, and Outdoor Cookers, Camping Sleeping Bags and Tents, Liquid and Gas Fuel Burning Lanterns and Lamps, Replacement Parts Therefor, Accessories and Supplies - Namely, Generators, Gloves, Filter Funnels, and Mantels; Liquid and Gas Fuel Burning Cooking Stoves for Picnic and Camping Use, Replacement Parts Therefore, Accessories and Supplies for Use Therewith - Namely, Camp Stove Ovens, Camp Stove Stands, Camp Stove Griddles, and Camp Stove Heat Drums, Portable Radiant Heaters Using Catalytic Combustion for Outdoor or Camping Use, Gas, Oil, and Electric Furnaces and Wall Heaters, Air Conditioners, Heat Pumps, Coil Blower Units, and Electric Duct Heaters
840,366	Coleman Paralelogram w/Lantern Logo ®	12/12/67	Sleeping Bags and Tents
1,497,802	Coleman Paralelogram w/Lantern Logo ®	07/26/88	Jackets, Parkas, Vests, Shells, Rainsuits, Pullovers, Pants, Socks, Shoes, Boots, Hiking Boots, Moccasins, Hosiery, Hats, Ski Caps, Baseball Caps, Sweaters, Swimsuits, Gloves, T-Shirts, Sweatshirts, Sweatpants, Shorts, Warmup Suits, Wind-Resistant Jackets, and Scarves, Embroidered Emblems and Belt Buckles
1,552,522	Coleman Paralelogram w/Lantern Logo ®	08/22/89	Portable Electric Generators
1,038,477	Coleman ®	04/27/76	Sporting Guns and Parts Therefor and Sporting Gun Ammunition
840,367	Coleman ®	12/12/67	Sleeping Bags and Tents

TRADE-MARK

REEL 0259 FRAME 175

\*See Note at end of Schedule 1

TRADEMARK  
REEL: 002095 FRAME: 0447

973,159	Coleman ®	11/20/73	Backpack Frames, Backpack Sacks, and Backpack Day Packs, Camping Trailers, Motorcycles and Air Conditioners for Vehicles, Backpack Gear - Namely, Backpack Sleeping Bags, Backpack Tents, and Backpack Foam Sleeping Pads
995,200	Coleman ®	10/08/74	Portable Electric Lanterns and Batteries
1,021,408	Coleman ®	09/30/75	Portable Air Compressors
1,097,378	Coleman ®	07/25/78	Boats and Boat Carriers
1,088,024	Coleman ®	03/28/78	Electric Water Pumps
862,566	Coleman ®	12/31/68	Jugs and Coolers for Picnic and Camping Use, and for Camping Water Bags, Packaged Liquefied Hydrocarbon Gas Fuels for Lanterns and Outdoor Cookers, Camp Stove Cooking Utensils, Packaged Hydrocarbon Liquid Fuels for Lanterns, Portable Radiant Heaters, and Outdoor Cookers, Camping Sleeping Bags and Tents, Liquid and Gas Fuel Burning Lanterns and Lamps, Replacement Parts Therefor, Accessories and Supplies - Namely, Generators, Gloves, Filter Funnels, and Mantels; Liquid and Gas Fuel Burning Cooking Stoves for Picnic and Camping Use, Replacement Parts Therefore, Accessories and Supplies for Use Therewith - Namely, Camp Stove Ovens, Camp Stove Stands, Camp Stove Griddles, and Camp Stove Heat Drums, Portable Radiant Heaters Using Catalytic Combustion for Outdoor or Camping Use, Gas, Oil, and Electric Furnaces and Wall Heaters, Air Conditioners, Heat Pumps, Coil Blower Units, and Electric Duct Heaters
1,142,565	Coleman ®	12/09/80	Duffel Bags for Water Skiing, Water Ski Vests, Water Ski Hats, Water Ski Gloves, Water Ski Socks, T-Shirts, Swimsuits, Wet Suits and Jackets, Water Skis, Water Ski Cases, Water Ski Binding Parts, and Water Ski Ropes

TRADE-MARK

REF 0259 FRAME 176

\*See Note at end of Schedule 1

TRADEMARK  
REEL: 002095 FRAME: 0448

1,427,226	Coleman ®	02/03/87	Outdoor Knives, Knife Sharpeners, Leather Sheaths for Knives, and Sets Comprised of Stainless Steel Knife, Fork and Spoon
1,556,911	Coleman ®	09/19/89	Jackets, Parkas, Vests, Shells, Rainsuits, Pullovers, Pants, Socks, Shoes, Boots, Hiking Boots, Moccasins, Hosiery, Hats, Ski Caps, Baseball Caps, Sweaters, Swimsuits, Gloves, T-Shirts, Sweatshirts, Sweatpants, Shorts, Warmup Suits, Wind Resistant Jackets, Scarves, Embroidered Patches and Belt Buckles Made of Non-Precious Metal
1,563,048	Coleman ®	10/31/89	Electric Generators
1,588,965	Coleman ®	03/27/90	Shoes
858,231	Coleman Vagabond ®	10/08/68	Tents for Outdoor Camping

TRADE-MARK

REEL 02095 FRAME 177

\*See Note at end of Schedule 1

TRADEMARK  
REEL: 002095 FRAME: 0449

GRANTOR: THE COLEMAN COMPANY, INC.  
U.S. Trademark Applications

<u>Appl. No.</u>	<u>Trademark</u>	<u>File Date</u>	<u>Product</u>
796,186	Coleman	04/27/89	Spas
[			]
728,540	Coleman Logo with Tub Outline (Composite Mark)	05/16/88	Spas and Hot Tubs
828,081	Coleman	09/28/89	Dog Houses and Cushions
<u>040,537</u>	Coleman	03/21/90	Lawn Mowers

TRADE-MARK

REEL 0759 FRAME 178

\*See Note at end of Schedule 1

SCHEDULE 1(A) - continued

GRANTOR: THE COLEMAN COMPANY, INC.  
U.S. Common Law Trademarks

<u>Trademark</u>	<u>Product</u>
Coleman 1909 Reading Lamp ™	Table Lamp
Coleman ™	Clothing
Coleman Means Quality, Always Has, Always Will ™	Recreation Products

REEL 0759 FRAME 179  
TRADE-MARK

\*See Note at end of Schedule 1

TRADEMARK  
REEL: 002095 FRAME: 0451

SCHEDULE 1(A) - continued

GRANTOR: THE COLEMAN COMPANY, INC.  
West German Trademark Registrations

<u>Trademark</u>	<u>Reg. No.</u>	<u>Issue Date</u>	<u>Renewal Date</u>
COLEMAN	632,657	10/13/71	10/13/91
COLEMAN Logo	832,839	08/31/66	08/31/96
COLEMAN Logo	1,063,697	05/21/84	10/20/93

TRADE-MARK

REEL 0759 FRAME 180

\*See Note at end of Schedule 1

GRANTOR: THE COLEMAN COMPANY, INC.

JAPANESE TRADEMARKS APPLICATIONS

<u>Trademark</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Renewal Date</u>
COLEMAN LOGO	62-012377	02/10/87	
VENTURI	63-011936	02/08/88	
PEAK 1 Design	811/1977	02/10/77	Awaiting Action
PEAK 1 Design	8114/1977	02/10/77	Awaiting Action
COLEMAN			Awaiting Action
COLEMAN in Katakana	01-016247		Awaiting Action

TRADE-MARK

REEL 0759 FRAME 181

\*See Note at end of Schedule 1.

TRADE-MARK

GRANTOR: THE COLEMAN COMPANY, INC.  
JAPANESE TRADEMARKS REGISTRATIONS

<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>RENEWAL DATE</u>
COLEMAN with Sunburst Device	387,738	August 1, 1970	Renewal in progress
COL-MAX with Sunburst Device	388,422	August 2, 1970	Renewal in progress
COLEMAN Logo	491,553	April 18, 1977	August 17, 1996
COLEMAN Logo	692,180	December 8, 1965	September 8, 1995
COLEMAN Logo	955,381	March 21, 1972	December 21, 1991
COLEMAN Logo	1,056,641	February 14, 1974	November 14, 1993
DURA-BOND	1,071,771	June 13, 1974	March 13, 1994
COLEMAN (word)	1,166,771	October 27, 1974	July 27, 1995
COLEMAN (word)	1,197,406	April 26, 1976	January 26, 1996
COLEMAN in Katakana	1,197,407	April 26, 1976	January 26, 1996
COLEMAN Logo	1,226,323	October 18, 1976	October 18, 1996
COLEMAN in Katakana	1,226,324	October 18, 1976	October 18, 1996

\* See Note at end of Schedule 1.



TRADE-MARK

GRANTOR: THE COLEMAN COMPANY, INC.  
JAPANESE TRADEMARKS REGISTRATIONS

<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>RENEWAL DATE</u>
COLEMAN Logo	1,258,404	March 14, 1977	December 14, 1996
COLEMAN In Katakana	1,258,405	March 14, 1977	December 14, 1996
COLEMAN In Katakana	1,406,461	February 29, 1980	November 30, 1999
COLEMAN In Katakana	1,420,478	June 27, 1980	June 27, 2000
PEAK 1 Design	1,507,004	March 31, 1982	December 31, 1991
PEAK 1 (word)	1,528,037	April 7, 1977	April 30, 1992
PEAK 1 (word)	1,494,820	December 25, 1981	September 25, 1991
PEAK 1 (block letters)	1,640,036	December 26, 1983	September 26, 1993
PEAK 1 (word)	1,793,997	July 29, 1985	July 29, 1995

\* See Note at end of Schedule 1.

TRADE-MARK

GRANTOR: THE COLEMAN COMPANY, INC.  
JAPANESE TRADEMARKS REGISTRATIONS

<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>RENEWAL DATE</u>
SPORSTER (Japanese letters)	1,476,643	August 31, 1981	August 31, 1991
OUTING	54-34694	July 28, 1983	August 28, 1993
OUTING	1,558,222	December 24, 1982	September 24, 1992
COLEMAN Logo	2,096,970	November 30, 1988	November 30, 1998
COLEMAN Logo	2,153,675	July 31, 1989	July 31, 1999
COLEMAN Logo	2,064,428	July 22, 1988	July 22, 1988

\* See Note at end of Schedule 1.

GRANTOR: COLEMAN OUTDOOR PRODUCTS, INC.  
U.S. Trademark Registrations

<u>Reg. No.</u>	<u>Trademark</u>	<u>Issue Date</u>	<u>Product</u>
943,577	Acryfil ®	09/26/72	Acrylic Filling Material Sold Only as a Component of Sleeping Bags
1,041,708	Band-A-Blu ®	06/22/76	Campstove Burners
951,798	Charger ®	01/30/73	Portable Electric Lantern & Batteries Therefor
1,163,781	Classic ®	08/04/81	Tents
1,040,079	Colex ®	05/25/76	Glass Globes for Fuel Burning Lanterns
1,303,764	Columbia ®	11/06/84	Tents
873,427	Dial-Temp ®	07/22/69	Portable Catalytic Heaters for Use in Tents, Campers, Duck Blinds and the Like
1,075,886	Easy-Lite ®	10/25/77	Valves Sold as Components of Liquid Fuel Burning Lanterns
1,344,130	Free Flow ®	06/25/85	Life Vests
994,483	Greatest Name In the Great Outdoors (The) ®	10/01/74	Insulated Jugs and Coolers for Picnic and Camping Use, Camping Sleeping Bags and Tents, Camping Stoves, Ovens, Lanterns, and Radiant Heaters
1,138,590	Inflate-All ®	08/12/80	Portable Air Compressors
1,244,520	Insul ®	07/05/83	Synthetic Filling Material for Sleeping Bags
937,329	Low-Boy ®	07/11/72	Chest-type Picnic Coolers
1,087,259	Marine Logo ®	03/14/78	Boats and Boat Carriers for Mounting on the Roof of Vehicles
848,151	Oasis ®	04/30/68	Tents for Outdoor Camping
1,309,055	Odyssey ®	12/11/84	Tents

TRADE-MARK

REEL U/59 FRAME 185

\*See Note at end of Schedule 1

<u>Reg. No.</u>	<u>Trademark</u>	<u>Issue Date</u>	<u>Product</u>
1,074,587	Oscar ®	10/04/77	Picnic Coolers
1,087,247	Peak 1 ®	03/14/78	Backpack Stoves, Backpack Frames, Packs, and Day Sacks, Backpack Sleeping Bags and Tents
1,074,546	Peak 1 ®	10/04/77	Backpacks, Clothing for Men and Women - Namely, Jackets, Parkas and Vests
1,395,846	Peak 1 Logo ®	07/03/86	Outdoor Apparel, Namely Parkas, Jackets, Vests, and Rain Suits
888,899	Poly-Lite ®	04/07/70	Coolers for Picnic and Camping Use
1,125,982	Ram-Flx ®	10/16/79	Backpack Frames
1,085,978	Ram-X ®	02/21/78	Molded Plastic Components of Boats - Namely, Seats, End Caps and Bulkheads
999,690	Roundabout ®	12/17/74	Combination Picnic Jug and Cooler
1,194,283	Scanoë ®	04/27/82	Square Stern Canoes
621,304	Silk-Lite ®	02/14/56	Incandescent Mantles
679,069	Snow-Lite ®	05/26/59	Picnic Coolers and Insulated Jugs
747,629	Sportster ®	04/02/63	Camping Stoves
1,260,551	Steel-Belted ®	12/06/83	Insulated Food and Beverage Coolers
1,322,237	Vagabond ®	02/26/85	Tents
1,078,868	Versa-Top ®	12/06/77	Automobile Boat Carrier
1,008,824	Villa Del Mar ®	04/15/75	Tents for Outdoor Camping

TRADE-MARK

REEL 0759 FRAME 186

\*See Note at end of Schedule 1

TRADEMARK  
REEL: 002095 FRAME: 0458

GRANTOR: COLEMAN OUTDOOR PRODUCTS, INC.  
U.S. Trademark Applications

<u>Appl. No.</u>	<u>File Date</u>	<u>Trademark</u>	<u>Product</u>
828,082	09/28/89	Cubby	Dog Houses and Cushions for Dog Houses
034,186	02/26/90	Peak Design	Fuel, Camp Stoves, Lanterns, Sleeping Bags, Backpacks, Cooking Utensils, Mugs

REEL 0259 FRAME 187  
TRADE-MARK

\*See Note at end of Schedule 1

GRANTOR: COLEMAN OUTDOOR PRODUCTS, INC.  
 U.S. Common Law Trademarks

<u>Trademark</u>	<u>Product</u>
Baiter-Aid ™	Bait Well Aerators
Canvas Products ™ Divisions Logo	Canvas Products
Chiller ™	Ice Substitutes
Cookin' Machine ™	Smokers
Cool-A-Tray ™	Freezable Water Trays
Crawdad ™	Boats
Dryzac ™	Waterproof canoe knapsacks
Easy Seat ™	Canoe Seats
Flood-Lite ™	Lanterns
Focus Five ™	Portable Radiant Gas Fired Heaters
Focus Ten ™	Portable Radiant Gas Fired Heaters
Gold Medalist ™	Canoes
Gold Medalist ™	PFDs
Keel Track ™	Canoes
Lash-Tab ™	Backpack Frames
Live Load ™	Backpack Frames
Marine Logo ™	Canoes
Outdoorsman ™	Fishing Tackle Jackets
Outfitter ™	Cookware
Party Island ™	Round Sport Inflatables
Party Platform ™	Sport Inflatables
Powerhouse (The) ™	Gasoline lanterns and stoves

TRADE-MARK

REEL 0759 FRAME 188

\*See Note at end of Schedule 1

<u>Trademark</u>	<u>Product</u>
Rowlocks ™	Canoe Oar Locks
Sandy Beaches ™	Beach Cabanas/Tote Pads
Short Stack ™	Cookware
Smoke Barrel ™	Barbeque Grill Accessories
Sportsman ™	PFDs
Sport Tube ™	Inflatables
Stack-A-Grate ™	Grate Accessory for Smoker Grill
Surfriders ™	Inflatables
Trekker ™	Cookware
Unlimited ™	Personal Flotation Devices
Vagabond ™	Sleeping Bags
XT ™	Fishing Boats

TRADE-MARK

REEL 0759 FRAME 189

\*See Note at end of Schedule 1

GRANTOR: COLEMAN OUTDOOR PRODUCTS, INC.  
 Canadian Trademark Registrations

<u>Reg. No.</u>	<u>Trademark</u>	<u>Renewal or Expiration</u>
141/36227	COL-MAX ®	04/06/95
117,210	SNOW-LITE ®	03/11/90
162,445	DURA-BOND ®	04/25/99
173,826	LOW BOY ®	01/08/01
218,478	BAND-A-BLU ®	01/21/92
224,647	EASI-LITE ®	12/09/92
225,996	SPORTABLE ®	02/10/93
226,566	POCKET II ®	03/10/93
231,912	MARINE ANCHOR Logo ®	02/23/94
235,984	PEAK 1 ®	09/14/94
243,257	POLY-LITE ®	04/18/95
244,120	RAM-X ®	05/02/95
246,950	DURA-ROCK ®	06/20/95
253,335	HIGH BOY ®	11/28/95
253,922	DURA-MATE ®	12/12/95
257,645	OSCAR ®	04/10/96
261,247	COLE-PAK ®	07/31/96
287,521	SUPER OSCAR ®	02/03/99
312,495	BIG BOY ®	03/21/01
312,494	VOYAGEUR ®	03/21/01

TRADE-MARK

REEL 0259 FRAME 190

\*See Note at end of Schedule 1



GRANTOR: COLEMAN OUTDOOR PRODUCTS, INC.  
West German Trademark Registrations

<u>Trademark</u>	<u>Reg. No.</u>	<u>Issue Date</u>	<u>Renewal Date</u>
Peak 1	972,184	06/12/78	09/30/97

TRADE-MARK

REEL 0259 FRAME 191

\*See Note at end of Schedule 1

GRANTOR: COLEMAN SPAS, INC.  
U.S. Trademark Registrations

<u>Req. No.</u>	<u>Trademark</u>	<u>Issue Date</u>	<u>Product</u>
1,124,061	California Cooperage Redwood Hot Tubs ®	08/14/79	Redwood Tubs for Use for Human Bathing Purposes, Therapeutic Purposes or as "Hot Tubs" for Human Enjoyment
1,245,176	California Cooperage ®	07/12/83	Hot Tubs and Spas in the Nature of Heated Pools, and Parts Therefor
1,126,944	California Cooperage ®	11/20/79	Redwood Tubs for Use for Human Bathing Purposes, Therapeutic Purposes or as "Hot Tabs" for Human Enjoyment
1,351,569	California Cooperage ®	07/30/85	Hot Tubs and Spas
1,505,721	California Cooperage ®	09/27/88	Hot Tubs in the Nature of Heated Pools
[			]
1,519,706	Horizon ®	01/10/89	Spas in the Nature of Heated Pools
1,279,725	Roll-Top ®	05/29/84	Covers for Hot Tubs and Spas
1,289,518	Spatub ®	08/07/84	Heated Pools
1,519,707	Spectrum ®	01/10/89	Spas in the Nature of Heated Pools
1,290,882	Westwind Spas ®	08/21/84	Spas in the Nature of Heated Pools

TRADE-MARK

REEL 0259 FRAME 192

\*See Note at end of Schedule 1

GRANTOR: COLEMAN SPAS, INC.  
U.S. Common Law Trademarks

<u>Trademark</u>	<u>Product</u>
Lifestyle Therapy Logo ™	Spas

REEL 0259 FRAME 193  
TRADE-MARK

\*See Note at end of Schedule 1

SCHEDULE 1(F) - continued

GRANTOR: COLEMAN SPAS, INC.  
 U.S. Trademark Applications

<u>Appl. No.</u>	<u>Trademark</u>	<u>Product</u>	<u>File Date</u>
013,740	Thermo-Lock	Spas	12/26/89
048,238	Powerworks	<u>Pump, Heater and Electrical Power Panel Sold as a Unit for Spas in the Nature of Hot Tubs and Spas</u>	04/12/90

REEL 0259 FRAME 94  
 TRADE-MARK

\*See Note at end of Schedule 1

GRANTOR: O'BRIEN INTERNATIONAL, INC.  
U.S. Trademark Registrations

<u>Reg. No.</u>	<u>Trademark</u>	<u>Issue Date</u>	<u>Product</u>
1,198,934	Bullfrog ®	06/22/82	Water Knee Boards
1,406,889	Mirage ®	08/26/86	Water Skis
1,265,133	O' ®	01/24/84	Water Skis, Water Ski Vests, and Tow Ropes for Water Skiing
1,472,921	O' Logo with ® Lightning Bolt	01/19/88	Life Vests, Tee-Shirts and Hats, Sailboards and Parts Thereof
1,019,479	O'Brien ®	09/02/75	Sporting Goods-Namely, Water Skis, Water Ski Vests and Tow Ropes for Water Skiing
1,011,062	O'Brien ®	05/20/75	Jackets, T-Shirts, Gloves, Hats and Swimming Trunks
1,371,212	O'Brien ®	11/19/85	Boats
1,512,847	Pro Lok ®	11/15/88	Water Ski Binding Locks
1,406,890	Pulse ®	08/26/86	Water Skis
1,402,349	Spectrum ®	07/22/86	Water Skis
1,521,114	Tunnel Board ®	01/17/89	Water Sports Equipment, Namely Kneeboards
1,068,197	World Team ®	06/21/77	Sporting Goods - Namely, Water Skis and Water Ski Vests

REEL 0759 FRAME 195  
TRADE-MARK

\*See Note at end of Schedule 1

GRANTOR: O'BRIEN INTERNATIONAL, INC.  
U.S. Common Law Trademarks

<u>Trademark</u>	<u>Product</u>
Black Magic ™	Kneeboards
Bonzai ™	Waterboard

TRADE-MARK

REEL 0759 FRAME 196

\*See Note at end of Schedule 1

**Note:**

United States Trademark Registrations issued or renewed prior to prior to November 16, 1989 lapse 20 years after issue or renewal. United States Trademark Registrations issued or renewed on or after November 16, 1989 lapse 10 years after issue or renewal. Such registrations may be renewed for .. indefinite number of additional terms provided use requirements are met.

Canada Trademark Registrations lapse 15 years after issue or renewal. Such registrations may be renewed for an indefinite number of additional terms provided use requirements are met.

Federal Republic of Germany Trademark Registrations lapse 10 years following the date of application and are renewable for an indefinite number of ten year terms.

TRADE-MARK

REEL 0759 FRAME 197

SCHEDULE II  
to  
Trademark Security Agreement

TRADEMARK LICENSES

1. Licensor: The Coleman Company, Inc., 250 North St. Francis Avenue,  
Wichita, Kansas 67202  
  
Licensee: Wolverine World Wide, Inc., Rockhill Division, 9341  
Courtland Drive, Rockford, Michigan 49351  
  
Mark: COLEMAN  
  
Goods: Footwear including, but not limited to casuals, workboots,  
and footwear for camping, sailing, boating, walking,  
fishing, and other outdoor activities.  
  
Term: April 1, 1990 to March 31, 1995, extendable to March 31,  
1997, with an option to extend 3 years beyond.  
  
Territory: U.S.
  
2. Licensor: The Coleman Company, Inc., 250 North St. Francis Avenue,  
Wichita, Kansas 67202  
  
Licensee: Maven International, Inc., 350 Fifth Avenue, Suite 4210, New  
York, New York 10118  
  
Mark: COLEMAN  
  
Goods: Apparel; more specifically pants, shorts, tee shirts,  
jackets, sweaters, swimwear, woven and knit shirts, and  
other apparel for hunting, fishing and other outdoor  
activities.  
  
Term: August 1, 1987 to August 31, 1988, extendable two (2) one-  
year terms, with option to extend beyond.  
  
Territory: U.S.

TRADE-MARK

KILL 0759 FRAME 198



SCHEDULE II  
to  
Trademark Security Agreement

(Continued)

3. Licensor: The Coleman Company, Inc., 250 North St. Francis Avenue,  
Wichita, Kansas 67202
- Licensee: Playmates Toys, Inc., 16200 Trojan Way, La Mirada,  
California 90638
- Mark: COLEMAN
- Goods: Toys intended for use by children 12 years old or younger.
- Term: July 1, 1988 to December 31, 1990, extendable for one (1)  
one-year period and one (1) two-year period, with an option  
to extend beyond.
- Territory: Worldwide
4. Licensor: The Coleman Company, Inc., 250 North St. Francis Avenue,  
Wichita, Kansas 67202
- Licensee: Comar Trading, Inc. (Kunan, Mark)
- Mark: COLEMAN
- Services: License to use trade name "Coleman Apparel" on door or  
marque of office in connection with Licensing Representative  
Agreement, whereby Licensee solicits other licensees of the  
mark COLEMAN.
- Term: August 1, 1989 to December 31, 1990, renewable for two (2)  
additional two-year periods.
- Territory: New York

TRADE-MARK

KILL U 159 FRAM 199

SCHEDULE II  
to  
Trademark Security Agreement

(Continued)

5. Licensor: Marvel Entertainment Group, Inc.  
Licensee: Coleman Outdoor Products, Inc.  
Mark: Spider Man, etc.  
Goods: Sleeping Bags  
Term: Expires December 31, 1991  
Territory: U.S.A., its territories and possessions and Puerto Rico

TRADE-MARK

REEL 0259 FRAME 200

Schedule 3  
to  
Trademark Security Agreement

OTHER DISCLOSED MATTERS

1. On April 17, 1987, Panamax, a California Corporation filed Trademark Application Serial Number 655,686 for Powermate. Coleman Powermate, Inc. opposed the application based upon its U.S. Patent and Trademark Office Registration number 1,229,284 for Powermate. The opposition was settled by Panamax limiting the description of goods in its application to "battery-powered electrical power supplies, surge suppressors, and filters used as a unit for surge suppression and filtering and for temporary power backup for electronic devices during interruption of primary AC power." Coleman Powermate agreed to dismiss the opposition without prejudice.
2. U.S. Patent and Trademark Office Application Serial Number 623,413 for "Pro Loc" filed by O'Brien International, Inc. was opposed by Ste' Look based upon the alleged phonetic similarity between "Loc" and "Look". Ste' Look offers snow ski products and has several registrations for those products. The opposition was settled by O'Brien International, Inc. agreeing to limit its use of Pro Loc to "water ski binding locks, retaining devices for water ski binding, water skis, water ski bindings, water ski tow ropes and water ski accessories, water ski life vests, and clothing worn by participants in water recreational or water sporting activities." O'Brien also agreed to not object to the use of the trademark "Look" with respect to nautical goods, including, without limitation, water skis, water ski bindings and any other goods or services related to water recreational or water sporting activities.
3. The Coleman Company, Inc. and Toleman Holding Company, Ltd. entered into a non assertion agreement effective on September 23, 1983 under which The Coleman Company, Inc. agreed to not oppose registration by Toleman Holding Company, Ltd. of Toleman in any country of the world and under which Toleman Holding Company, Ltd. agreed to not oppose registration by The Coleman Company, Inc. of the mark "Coleman" in any country of the world. This non assertion agreement was used as the basis of resolving several then pending trademark opposition actions.

TRADE-MARK  
KILL 0759 FRAME 201

GRANTOR: MASTER CRAFT BOAT COMPANY  
U.S. Trademark Registrations

<u>Reg. No.</u>	<u>Trademark</u>	<u>Issue Date</u>	<u>Product</u>
1,136,108	Master Craft Logo ®	05/27/80	Ski Boats
1,427,389	Master Craft ®	02/03/87	Boats and Boat Trailers
1,185,663	Power Slot Logo ®	01/12/82	Ski Boats

REEL 0759 FRAME 202  
TRADE-MARK

\*See Note at end of Schedule 1

GRANTOR: COLEMAN POWERMATE, INC.  
U.S. Trademark Applications

<u>Appl. No.</u>	<u>Trademark</u>	<u>Product</u>	<u>File Date</u>
768,241	Maxa	Portable Electric Generators	12/05/88
768,239	Powerbase	Portable Electric Generators	12/05/88

REEL 0759 FRAME 203  
TRADE-MARK

\*See Note at end of Schedule 1

SCHEDULE 1(I)

GRANTOR: COLEMAN POWERMATE, INC.  
U.S. Trademark Registrations

<u>Reg. No.</u>	<u>Trademark</u>	<u>Issue Date</u>	<u>Product</u>
1,229,284	Powermate •	03/08/83	Portable Electric Power Supply Unit Comprising an Internal Combustion Engine and Generator
1,429,863	Tradesman •	02/24/87	Electric Generators

TRADE-MARK

REEL 0759 FRAME 204

\*See Note at end of Schedule 1

TRADEMARK  
REEL: 002095 FRAME: 0476

GRANTOR: SKEETER PRODUCTS, INC.  
U.S. Trademark Registrations

<u>Reg. No.</u>	<u>Trademark</u>	<u>Issue Date</u>	<u>Product</u>
1,175,067	Diamondcore ®	10/27/81	Boats
1,457,907	Skeeter ®	09/22/87	Boat Polish and Cleaner, Metal Key Chains, Bass Boats, Tote Bags, Portable Ice Chests for Food and Beverages, Jackets, Windbreakers, Sweaters, Caps, Scarves
758,037	Skeeter ®	10/08/63	Boats
1,463,339	S Logo ®	11/03/87	Life Vests, Clothing, Namely, Jackets, Caps, Sweaters, Shirts, and Shorts
1,105,586	Wrangler ®	11/07/78	Boats

TRADE-MARK

REEL U 159 FRAME 203

\*See Note at end of Schedule 1

GRANTOR: O'BRIEN INTERNATIONAL, INC.  
U.S. Trademark Applications

<u>Appi. No.</u>	<u>Trademark</u>	<u>Product</u>	<u>File</u>
013,787	O and Lightning Bolt		
015,639	O and Lig		
018,361	Camille		
018,416	O'Brien Bt Logo		95
018,417	O and Wedg		
018,558	O'Brien		

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\*See Note at end of Schedule 1



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LOS ANGELES, CALIFORNIA 90067-3000

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NEWPORT BEACH, CALIFORNIA 92660-8395

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SACRAMENTO, CALIFORNIA 95814-0828

SAN DIEGO  
600 B STREET  
SAN DIEGO, CALIFORNIA 92101-4520

SAN FRANCISCO  
ONE MONTGOMERY STREET, TELESIS TOWER  
SAN FRANCISCO, CALIFORNIA 94104-4505

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1801 CALIFORNIA STREET  
DENVER, COLORADO 80202-2694

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701 FIFTH AVENUE  
SEATTLE, WASHINGTON 98104-7089

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August 30, 1990

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W. E. DUNN, 1881-1925  
ALBERT CRUTCHER, 1880-1931

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200 PARK AVENUE  
NEW YORK, NEW YORK 10088-0193

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WASHINGTON, D.C. 20036-5303

EUROPE  
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75116 PARIS, FRANCE

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HONG KONG

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TOKYO 100 JAPAN

AFFILIATED SAUDI ARABIA OFFICE  
CHAMBER OF COMMERCE BUILDING  
P.O. BOX 15870  
RIYADH 11454, SAUDI ARABIA

OUR FILE NUMBER

(213) 229-7456

C 18300-00060

BY HAND DELIVERY

Commissioner of Patents and Trademarks  
Washington, D.C. 20231

Re: Amendment and Assignment of Trademark  
Security Agreement

Dear Sir or Madam:

Please find enclosed for recording on behalf of Credit Suisse an Amendment and Assignment of Trademark Security Agreement (the "Amendment and Assignment"). Please record this Amendment and Assignment against the U.S. registrations and applications shown on the lists attached to this letter. Also enclosed is our check for \$856.00 to cover the filing fee.

Please acknowledge receipt of the enclosed by stamping the duplicate copy of this letter and returning it to the bearer thereof. Kindly send directly to me the original recorded Amendment and Assignment.

080 DF 09/06/90 1425506  
080 DF 09/06/90 1425506

120.00 CK  
2 518  
736.00 CK  
2 405  
Very truly yours,

*Karen B. Crockett (E.M.O.)*  
Karen B. Crockett

cc: Joseph Salamunovich, Esq. (w/o Encl.)

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TRADEMARK  
REEL: 002095 FRAME: 0479

GRANTOR: O'BRIEN INTERNATIONAL, INC.  
U.S. Trademark Applications

<u>Appi. No.</u>	<u>Trademark</u>	<u>Product</u>	<u>File</u>
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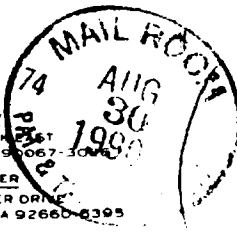
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