

10-12-2000

FORM PTO-1594
1-31-92EET
YU.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office10-12-00
Tab settings → → →

101472840

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

1. Name of conveying party(ies): **Coleman Powermate, Inc.**

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State (NE)
☐ Other _____

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name

☒ Other Conditional Assignment of and Security Interest in Trademark RightsExecution Date: October 5, 2000

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

Name: First Union National Bank, as Administrative Agent

Internal Address: _____

Street Address: 301 South College StreetCity: Charlotte State: NC ZIP: 28288

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☒ Other National banking association

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

(Designation must be a separate document from Assignment)

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

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

A. Trademark Application No.(s) 75/767,525 and 75/908,157

B. Trademark Registration No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Kristopher E. Ahrend, Esq.Internal Address: Simpson Thacher & BartlettStreet Address: 425 Lexington AvenueCity: New York State: New York ZIP: 100176. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$185.00

- ☒ Enclosed (Regular Fee + Expedited Fee)
☐ Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

9. 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.*Kristopher E. Ahrend, Esq.

Name of Person Signing

Signature

10/11/00

Date

10/13/2000 DNGUYEN 00000015 75767525

Total number of pages comprising cover sheet: 8

01 FC:481 40.00 OP
 02 FC:482 25.00 OP
 03 FC:484 120.00 OP

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

TRADEMARK
REEL: 002125 FRAME: 0820

**CONDITIONAL ASSIGNMENT OF AND
SECURITY INTEREST IN TRADEMARK RIGHTS**

THIS CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN TRADEMARK RIGHTS ("Conditional Assignment"), dated as of August __, 2000 is made by Coleman Powermate, Inc., a Nebraska corporation (the "Grantor"), in favor of First Union National Bank as Administrative Agent (the "Grantee") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of March 30, 1998 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Sunbeam Corporation (the "Parent"); the Subsidiary Borrowers referred to therein; the Lenders; Morgan Stanley Senior Funding, Inc., as Syndication Agent; Bank of America National Trust and Savings Association, as Documentation Agent; and the Grantee.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Parent and the Subsidiary Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered a Subsidiary Security Agreement, dated as of January 6, 2000, in favor of the Grantee (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantors have pledged and granted to the Grantee for the benefit of the Grantee and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks, Patents, and Copyrights;

WHEREAS, in connection with the Credit Agreement, the Grantor has also executed and delivered a Trademark Security Agreement, dated as of January 6, 2000, in favor of the Grantee (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Trademark Security Agreement"), pursuant to which the Grantors specifically have pledged a continuing security interest in the Trademarks;

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Conditional Assignment;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Parent and the Subsidiary Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Grantee and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Conditional Assignment, including its preamble and

recitals, have the meanings provided or provided by reference in the Credit Agreement, the Security Agreement, and the Trademark Security Agreement.

SECTION 2. Conditional Assignment and Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Grantee for the benefit of the Grantee and the Lenders to secure payment, performance and observance of the Obligations.

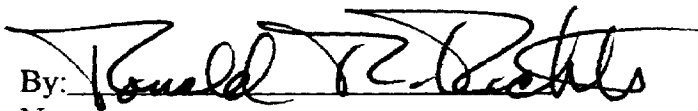
SECTION 3. Purpose. This Conditional Assignment has been executed and delivered by the Grantor for the purpose of recording the conditional assignment and grant of security interest herein with the United States Patent and Trademark Office. The conditional assignment and security interest granted hereby has been granted to the Lenders in connection with the Security Agreement and the Trademark Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement and the Trademark Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement, the Security Agreement, and the Trademark Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Conditional Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Conditional Assignment to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

COLEMAN POWERMATE, INC.
("Grantor")

By: 
Name:
Title:

FIRST UNION NATIONAL BANK
("Grantee")

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Conditional Assignment to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

COLEMAN POWERMATE, INC.
("Grantor")

By: _____
Name:
Title:

FIRST UNION NATIONAL BANK
("Grantee")

By: Joel Thomas
Name: Joel Thomas
Title: Vice President

STATE OF)
) ss
COUNTY OF)

On the 5 day of October, 2000, before me personally came Ronald A. Richter, who is personally known to me to be the Vice President of Coleman Powermate, Inc., a Nebraska corporation; who, being duly sworn, did depose and say that she/he is the _____ in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

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

(PLACE STAMP AND SEAL ABOVE)


STATE OF

North Carolina

COUNTY OF

Hickory^{SS}

On the 30 day of August, 2000, before me personally came Joel Thomas who is personally known to me to be the Vice President of First Union National Bank, a NC corporation; who, being duly sworn, did depose and say that she/he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

my commission expires 1-28-2001

(PLACE STAMP AND SEAL ABOVE)

029551-0019-02905-A07XA90W-ASG

TRADEMARK
REEL: 002125 FRAME: 0826

SCHEDULE A

U.S. Trademark Applications

<u>Name of Trademark</u>	<u>Application No.</u>
VERTEX	75/767,525
POWERSTATION	75/908,157