OMB No. 0651-0027 (exp. 5/31/2002)

(Rev. 03/01)



U.S. DEPARTMENT OF COMMERCE

U.S.	Patent and	Trademark	Offic

Tab settings ⇒⇒⇒ ▼ 101/1	5101 <u>V V</u>	
To the Honorable Commissioner of Patents and Trademarks:	Please record the attached original documents or copy thereof.	
1. Name of conveying party(ies): The Thermos Company, a Delaware corporation Thermos L.L.C., a Delaware limited liability company Individual(s) General Partnership Corporation-State Delaware and Otherlimited liability company Additional name(s) of conveying party(ies) attached? Yes Yes No	Association a national banking associ	
3. Nature of conveyance:	Limited Partnership	
Assignment Merger	Corporation-State	
Security Agreement	Other	
☐ Other	If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No	
Execution Date: April 25, 2001		
Additional number(s) a	7	
Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved:	
Name: Victor A. Des Laurier	RACSIEGEORE .	
Internal Address:	7. Total fee (37 CFR 3.41)\$_565	
	Enclosed	
	Authorized to be charged to deposit account	
Street Address: 55 East Monroe Street, 40th Floor	8. Deposit account number:	
City: Chicago State: IL Zip: 60603	(Attach duplicate copy of this page if paying by deposit account)	
	THIS SPACE	
9. Statement and signature. To the best of my knowledge and belief, the foregoing information copy of the original document.	gation is true and correct and any attached copy is a true	
Robert N- Lamensky usg. Name of Person Signing	5/1/01 Signature 5/1/01	
J J	signature Ver sheet, attachments, and document: 15 15	

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Mail documents to be recorded with required over sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

40.00 DF

525,00 Op

SCHEDULE A TO

COLLATERAL ASSIGNMENT OF TRADEMARKS, PATENTS, COPYRIGHTS AND LICENSES

Trademarks and Trademark Registration

The Thermos Company

Registrations:

Trademark	Registration No.	Filing Date
THERMOS	2,211,478	07/03/96
FLIP 'N' POUR	1,279,005	04/26/82
LUNCHLUGGER	1,646,053	03/05/91
LUNCHLUGGER	1,775,271	06/08/83
SUPER 50	1,740,598	12/15/92
STASH TOP	1,905,015	07/11/95
STASH TOP	1,861,403	11/01/94
ROCK	2,330,063	03/14/00
THE ROCK	2,412,909	12/12/00
DESIGN ONLY	1,897,909	06/06/95
THERMOS	0,067,002	01/07/08
THERMOS	0,176,064	11/13/23
THE THERMOS TRADEMARK	0,224,048	02/15/27
THERMOS	0,229,816	07/05/27
FLIP 'N' SIP	1,214,870	11/02/82
LITTLE BROWN COOLER	0,717,038	06/20/61
THE ROUGHNECKS	1,002,060	01/21/75

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Applications:

<u>Trademark</u>	Serial No.	Filing Date
SELECT-A-BREW	75/793,205	09/07/99
FRESH SERVICE	75/540,078	08/31/98
TWIN TRAVELER	75/036,972	04/28/00
ARTICUFF	76/212,550	02/20/01
THERMAX	76/219,677	03/05/01

Thermos L.L.C.

As of the date hereof, Thermos L.L.C. has no Trademarks or Trademark applications. However, effective as of the Asset Transfer Date, all of the above Trademarks and Trademark applications will be transferred from Thermos Company to Thermos L.L.C. and will remain assigned to the Lender as Intellectual Property Collateral as set forth herein.

COLLATERAL ASSIGNMENT OF TRADEMARKS, <u>PATENTS, COPYRIGHTS AND LICENSES</u>

This Collateral Assignment of Trademarks, Patents, Copyrights and Licenses (this "Assignment") is made and entered into as of April 25th, 2001, by and among American National Bank and Trust Company of Chicago, a national banking association ("Lender"), The Thermos Company, a Delaware corporation ("Thermos Company"), and Thermos L.L.C., a Delaware limited liability company ("Thermos L.L.C."; Thermos L.L.C. together with Thermos Company are each individually a "Borrower" and collectively the "Borrowers").

WITNESSETH:

WHEREAS, contemporaneously herewith, Lender is providing certain extensions of credit, loans and other financial accommodations (the "Financial Accommodations") to Borrowers pursuant to that certain Loan and Security Agreement of even date herewith by and between Lender and Borrowers (as amended or restated from time to time, the "Loan Agreement") and the "Other Agreements" (as defined in the Loan Agreement) (the Loan Agreement, together with the Other Agreements are collectively the "Loan Documents");

WHEREAS, pursuant to the Loan Documents, Borrowers granted to Lender a first position priority security interest and lien in and to substantially all of Borrowers' assets, including, without limitation, all patents, trademarks, trademark registrations, trade names, copyrights, all applications therefor and all other intellectual or proprietary rights or interests, of any kind, nature or description whatsoever; and

WHEREAS, Lender is willing to provide the Financial Accommodations to Borrowers, provided, among other things, Borrowers execute and deliver this Assignment to Lender.

NOW, THEREFORE, in consideration of the Financial Accommodations, the mutual promises and understandings of Borrowers and Lender set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrowers covenant unto and agree with Lender as follows:

- 1. <u>Incorporation of Loan Agreement</u>. The Loan Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms in this Agreement, including the Exhibits, which have an initial capital letter where not required by the rules of grammar, and which are not otherwise defined herein, are used herein as defined in the Loan Agreement.
- 2. <u>Collateral Assignment of Intellectual Property</u>. To secure the full and timely payment and performance of all of each Borrower's Liabilities, each Borrower hereby grants and conveys to Lender a first position priority security interest and lien in and to all of such Borrower's right, title and interest in and to all of its now owned or existing and hereafter acquired or arising (collectively the "Intellectual Property Collateral"):
 - (A) (i) trademarks, trademark registrations and applications therefor, including, without limitation, the trademarks, trademark registrations and applications listed on Exhibit "A", (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively the "Trademarks");

- (B) (i) patents, patent registrations and applications therefor, including, without limitation, the inventions and improvements claimed in connection therewith, and the patents, patent registrations and the applications listed on Exhibit "B", (ii) renewals, reissues, divisions, continuations, extensions and continuations-in-part thereof, (iii) all income, royalties, damages and payments now or hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof; and (v) all rights corresponding thereto throughout the world (collectively the "Patents");
- (C) (i) all copyrights and applications for registration, including, without limitation, the copyrights and applications for registration listed on Exhibit "C", (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively the "Copyrights");
- (D) all license agreements for Trademarks, Patents and Copyrights, whether such Borrower is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Exhibit "D", and the right to prepare for sale, sell and advertise for sale all "Inventory" as defined in the Loan Agreement now or hereafter owned by such Borrower and now or hereafter covered by such licenses (collectively the "Licenses"); provided, however, the Licenses assigned hereunder and the defined term "Licenses" shall not include those license agreements that are expressly prohibited by their terms from being pledged as security, assigned, mortgaged or otherwise transferred or encumbered by either Borrower or that terminate upon being pledged, assigned, mortgaged or otherwise transferred or encumbered by either Borrower; and
- (E) the goodwill of such Borrower's business connected with and symbolized by the Trademarks, Patents, Copyrights and Licenses.

This Assignment is made for collateral purposes only. Each Borrower acknowledges and agrees that upon the occurrence and continuance of an Event of Default, and upon written notice to such Borrower, the Intellectual Property Collateral shall be immediately conveyed to Lender without any further action by any party, and Lender shall have the power to use and/or sell the Intellectual Property Collateral. Borrowers covenant and agree to execute and deliver to Lender all agreements, instruments, documents and other written matter that Lender may request, in form and substance acceptable to Lender, to perfect and maintain perfected Lender's security interest and lien in and to the Intellectual Property Collateral and to consummate the transactions contemplated by this Paragraph 2; provided, however Lender shall not require Borrowers to execute and deliver to Lender any agreements, instruments, documents or other written matter necessary to perfect and maintain perfected Lender's security interest and lien in and to the Intellectual Property Collateral outside of the United States.

3. Restrictions on Future Agreements.

A. Borrowers agree that until the Liabilities shall have been indefeasibly paid and satisfied in full and the Loan Documents have been terminated, Borrowers will not, without Lender's prior written

consent, enter into any document, instrument or agreement, which is inconsistent with Borrowers' obligations under this Assignment. Borrowers further agree that they will not take any action, or permit any action to be taken by others subject to their control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Lender under this Assignment.

- B. Except as set forth on Exhibit "D", Borrowers hereby represent and warrant to the Bank that neither Borrower has granted any license to any Person in connection with all Trademarks. Borrowers hereby covenant unto the Bank that until the Liabilities shall have been indefeasibly paid and satisfied in full and the Loan Documents have been terminated, neither Borrower shall grant any license to any third party in connection with all the Trademarks.
- 4. New Trademarks, Patents, Copyrights and Licenses. Borrowers represent and warrant that the Trademarks, Patents, Copyrights and Licenses listed on Exhibits "A", "B", "C" and "D" respectively constitute all of the trademarks, trademark registrations, patents, patent registrations, copyrights, applications therefor and Licenses now owned by Borrowers, other than registrations of trademarks, patents and copyrights outside of the United States (the "Foreign Registrations"). If, prior to payment of the Liabilities in full, Borrowers shall (i) obtain rights to any new trademarks, trademark registrations, trademark applications, patents, patent registrations, patent applications, copyrights, application for copyright registration or Licenses, other than Foreign Registrations, or (ii) become entitled to the benefit of any trademark, trademark registration, trademark application, copyright, application for copyright registration or License renewal, other than Foreign Registrations, the provisions of Paragraph 2 above shall automatically apply thereto and Borrowers shall provide Lender with immediate notice thereof. Borrowers hereby authorize Lender to modify this Assignment by amending Exhibits "A", "B", "C" and "D" to include any future trademarks, trademark registrations, trademark applications, patents, patent registrations, patent applications, copyrights, applications for copyright registration and Licenses, other than Foreign Registrations.
- Property Collateral after an Event of Default as described above shall be without any liability for royalties or other related charges from Lender to Borrowers. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Trademarks, Patents, Copyrights and Licenses assigned hereunder, or (ii) the payment to Lender of the Liabilities in full and the termination of the Loan Documents.
- 6. <u>Lender's Right to Inspect</u>. Lender shall have the right to inspect each Borrower's premises and to examine each Borrower's books, records and operations, including, without limitation, each Borrower's quality control processes. Upon an Event of Default, Borrowers agree that Lender shall have the right to establish such additional product quality controls as Lender, in its sole discretion, may deem necessary to assure maintenance of the quality of products sold by Borrowers under the Trademarks, Patents, Copyrights or Licenses. Each Borrower agrees (i) not to sell or assign its interest in, or grant any licenses under, the Trademarks, Patents, Copyrights or Licenses; (ii) to maintain the quality of any and all products produced in connection with the Intellectual Property Collateral consistent with the quality of said products as of the date hereof except for changes deemed appropriate in Borrowers' reasonable business judgment; and (iii) not to adversely change or alter the quality of said products in any way, except for changes deemed appropriate in Borrowers' reasonable business judgment, without Lender's written consent.
- 7. Nature and Termination of Lender's Security Interest. This Assignment is made for collateral purposes only. Except as otherwise provided in Paragraphs 3, 6, 8 and 13 hereof, nothing contained herein shall be deemed to limit in any way Borrowers' right to use the Trademarks, Patents,

Copyrights or Licenses or to grant to Lender any right to use the Trademarks, Patents, Copyrights or Licenses prior to an Event of Default.

- 8. <u>Duties of Borrowers</u>. Borrowers shall have the duty (i) to prosecute diligently any trademark, patent and copyright registration pending as of the date hereof or at any time hereafter, deemed appropriate in Borrowers' reasonable business judgment, until the Liabilities shall have been paid in full, (ii) to make applications for trademarks, patents and copyrights, as Borrowers' deem appropriate in their reasonable business judgment, and (iii) to preserve and maintain all Intellectual Property Collateral as Borrowers' deem appropriate in their reasonable business judgment. Any expenses incurred in connection with such applications shall be borne by Borrowers. Borrowers shall not abandon any Intellectual Property Collateral, without the consent of Lender.
- 9. <u>Lender's Right to Sue</u>. Upon an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name or in the name of either Borrower to enforce the Trademarks, Patents, Copyrights and Licenses. If Lender shall commence any such suit, Borrowers shall, at the request of Lender, do any and all acts and execute any and all instruments, documents and agreements required by Lender to enforce such Intellectual Property Collateral, and Borrowers shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights and remedies under this Paragraph 9.
- Borrowers of any provision of this Assignment shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith. Any suspension or waiver by Lender of an Event of Default shall not suspend, waive or affect any other Event of Default, whether same is prior or subsequent thereto and whether of the same or a different type. None of the undertakings, agreements, warranties, covenants and representations of Borrowers contained in this Assignment and no Event of Default by Borrowers shall be deemed to have been suspended or waived by Lender unless such suspension or waiver is in writing signed by an officer of Lender and directed to Borrowers specifying such suspension or waiver.
- 11. <u>Severability</u>. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.
- 12. <u>Modification</u>. This Assignment cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 4 hereof or by a writing signed by the parties hereto.
- 13. <u>Cumulative Remedies; Power of Attorney; Effect on Loan Agreement</u>. All of Lender's rights and remedies with respect to the Intellectual Property Collateral, whether established hereby, by the Loan Documents, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrowers hereby authorize Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Borrowers' true and lawful attorney-in-fact, with power, upon an Event of Default and commencement by Lender of any of its rights and remedies whatsoever, whether pursuant to this Assignment, the Loan Documents, at law, in equity or otherwise, to (a) endorse Borrowers' name on all applications, documents, papers and instruments necessary or desirable for Lender in connection with selling the Intellectual Property Collateral, (b) take any other actions with respect to the Intellectual Property Collateral as Lender decides in its sole and absolute discretion, (c) assign,

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pledge, sell, convey or otherwise transfer title in or dispose of the Intellectual Property Collateral to any person or entity as Lender may determine in its discretion, and (d) grant or issue any non-exclusive license under the Intellectual Property Collateral, to any person or entity. Borrowers agree to indemnify Lender for any infringement claims or other similar claims filed or asserted against Lender from the use of any of the Intellectual Property Collateral. Borrowers hereby ratify all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been paid in full and all financing arrangements between either or both Borrowers and Lender have been terminated. Borrowers acknowledge and agree that this Assignment is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Documents, at law or in equity, but rather is in addition to and intended to facilitate the exercise of such rights and remedies.

- 14. <u>Binding Effect; Benefits</u>. This Assignment shall be binding upon Borrowers and their respective successors and assigns, and shall inure to the benefit of Lender, its nominees, successors and assigns.
- 15. <u>Joint and Several</u>. All references to Borrowers shall mean Thermos Company and Thermos L.L.C. both individually and collectively, and jointly and severally, and all representations, warranties, duties, covenants, agreements and obligations of Borrowers shall be the individual and collective representations, warranties, duties, covenants, agreements and obligations of each of Thermos Company and Thermos L.L.C..
- 16. <u>Notice</u>. Any and all notices, exercises, demands, requests, consents, designations, waivers and other communications required or desired hereunder shall be delivered to the parties hereto at their addresses set forth in the Loan Agreement and shall be effective as set forth in the Loan Agreement.
- 17. Governing Law. This Assignment shall be deemed to have been executed and delivered in Chicago, Illinois, and shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of the State of Illinois.

IN WITNESS WHEREOF, Borrowers' duly authorized officers have executed this Assignment as of the date first set forth above.

THE THERMOS COMPANY, a Delaware corporation

THERMOS L.L.C., a Delaware limited liability company

By: Robert L. Wagner/ Name: Robert L. WAGNER

Title: TREASURER AND SCRUTARY

By: Koleht L. Wagner
Name: Robert L. Wagner

Title: TREASURER AND SECRETARY

ACCEPTANCE

The undersigned, American National Bank and Trust Company of Chicago, accepts the foregoing Collateral Assignment of Trademarks, Patents, Copyrights and Licenses.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national

banking association

By: Name:

Title:

OFFICER

SCHEDULE B

<u>TO</u>

COLLATERAL ASSIGNMENT OF TRADEMARKS, PATENTS, COPYRIGHTS AND LICENSES

Patents and Patent Registrations

The Thermos Company

Patent	Patent No.
Wheeled Cooler	6,176,499
Mug	D433,599
Mug with multiple six holes and lid gasket	6,102,244
Mug	D428,769
Mug	D421,364
Vacuum bottle	D416,448
Vacuum insulated travel mug	5,918,761
Convertible travel cup and bottle	D410,364
Travel mug	D398,187
Travel mug	D386,948
Carrying and lunch bag	D372,795
Handle mechanism for cooler or the like	4,592,482
Dispensing stopper	4,519,529

Thermos, L.L.C.

As of the date hereof, Thermos L.L.C. has no Patents or Patent Registrations. However, effective as of the Asset Transfer Date, all of the above Patents and Patent Registrations will be transferred from Thermos Company to Thermos L.L.C. and will remain assigned to the Lender as Intellectual Property Collateral as set forth herein.

SCHEDULE C TO COLLATERAL ASSIGNMENT OF TRADEMARKS, PATENTS, COPYRIGHTS AND LICENSES

Copyrights and Copyright Applications

The Thermos Company

None.

Thermos, L.L.C.

None.

SCHEDULE D

<u>TO</u>

COLLATERAL ASSIGNMENT OF TRADEMARKS, PATENTS, COPYRIGHTS AND LICENSES

License Agreements

The Thermos Company

See Attached.

Thermos, L.L.C.

As of the date hereof, Thermos L.L.C. has no License Agreements. However, effective as of the Asset Transfer Date, all of the above License Agreements will be transferred from Thermos Company to Thermos L.L.C. and will remain assigned to the Lender as Intellectual Property Collateral as set forth herein.

Doc ID: 197242-3

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ATTACHMENT TO SCHEDULE D

<u>TO</u>

COLLATERAL ASSIGNMENT OF TRADEMARKS, PATENTS, COPYRIGHTS AND LICENSES

License Agreements

All of the following Licenses are expressly prohibited by their terms from being pledged as security, assigned, mortgaged or otherwise transferred or encumbered by either Borrower or terminate upon being pledged, assigned, mortgaged or otherwise transferred or encumbered by either Borrower:

- 1. Lease Agreement, dated as of March 5, 2001, between The Thermos Company, as Landlord, and Brass Eagle Mississippi LLC, as Tenant
- 2. Lease Agreement, dated as of April 17, 1991, between Woodfield Corporate Center Joint Venture, as Landlord, and The Thermos Company, as Tenant
- 3. License Agreement, dated as of October 1, 2000, by and between Mattel, Inc., as Licensor, and The Thermos Company, as Licensee
- 4. License Agreement, dated as of October 31, 2000, by and between The itsy bitsy Entertainment Company, as the licensor, and The Thermos Company, as the Licensee
- 5. License Agreement, dated as of February 25, 1997, by and between DC Comics, as Licensor, and The Thermos Company, as Licensee
- 6. License Agreement, dated as of January 10, 2000, by and between DC Comics, as Licensor, and The Thermos Company, as Licensee
- 7. License Agreement, by and between Warner Bros., as Licensor, and The Thermos Company, as Licensee
- 8. License Agreement, dated as of July 26, 2000, by and between Warner Bros., as Licensor, and The Thermos Company, as Licensee
- 9. License Agreement, dated as of March 10, 2000, by and between Warner Bros., as Licensor, and The Thermos Company, as Licensee

- 10. License Agreement, dated as of September 1, 1999, by and between Disney Enterprises, Inc., as the licensor, and The Thermos Company, as Licensee
- 11. License Agreement, dated as of August 14, 2000, by and between Marvel Enterprises Inc., as licensor, and The Thermos Company, as Licensee
- 12. License Agreement, dated as of January 1, 2000, by and between Mattel, Inc., as Licensor, and The Thermos Company, as Licensee
- 13. Merchandising License Agreement, dated as of November 1, 1999, by and between Sony Pictures Consumer Products Inc., as agent for Adelaide Productions, Inc., as Licensor, and The Thermos Company, as Licensee
- 14. Merchandise License Agreement, dated as of May 1, 2000, by and between Kodansha LTD., as Licensor, and The Thermos Company, as Licensee
- 15. Merchandise License Agreement, dated as of November 25, 1998, by and between Nintendo of America, as Licensor, and The Thermos Company, as Licensee
- 16. Retail Licensing Agreement, dated as of August 13, 1999, by and between Winterland, as Licensor, and The Thermos Company, as Licensee
- 17. Retail Licensing Agreement, dated as of August 20, 1999, by and between Winterland, as Licensor, and The Thermos Company, as Licensee
- 18. License Agreement, dated as of September 1, 1998, by and between Children's Television Workshop, as Licensor, and The Thermos Company, as Licensee
- 19. License Agreement, dated as of September 7, 2000, by and between HIT Entertainment PLC, as Licensor, and The Thermos Company, as Licensee
- 20. License Agreement, dated as of March 20, 2000, by and between Warner Bros. Consumer Products Mexico, a Division of Warner Home Video Mexico S.A. De C.V., as Licensor, and The Thermos Company, as Licensee
- 21. Copyright License Agreement, dated as of January 26, 1999, by and between Disney Consumer Products (Mexico), SA. de C.V., as Licensor, and The Thermos Company, as Licensee

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- Copyright License Agreement, dated as of February 29, 2000, by 22. and between Disney Consumer Products (Mexico), SA. de C.V., as Licensor, and The Thermos Company, as Licensee
- License Agreement, dated as of February 20, 1998, by and 23. between Warner Bros. Consumer Products - Mexico, A Division of Warner Home Video Mexico SA. De C.V., as Licensor, and The Thermos Company, as Licensee
- License Agreement, dated as of February 20, 1998, by and 24. between DC Comics c/o Warner Bros. Consumer Products -Mexico, A Division of Warner Home Video Mexico S.A. De C.V., as Licensor, and The Thermos Company, as Licensee
- Master Merchandising License Agreement, dated as of April 3, 25. 1998, by and between Universal Studios Licensing, Inc., as Licensor, and The Thermos Company, as Licensee
- Exclusive Distributor and Patent License Agreement, dated as of 26. June 8, 1996, by and between Nippon Sanso Corporation, as Licensor, and The Thermos Company, as Licensee
- 27. License Agreement, dated as of June 29, 1984, by and between Coffee Butler Service, Inc., as Licensor, and The Thermos Company, as Licensee
- License Agreement, dated as of December 26, 2000, by and 28. between DC Comics, c/o Warner Bros. Consumer Products, as Licensor, and The Thermos Company, as Licensee
- License Agreement, dated as of August 26, 1998, between The itsy 29. bitsy Entertainment Company, as Licensor, and The Thermos Company, as Licensee
- License Agreement, dated as of February 26, 1999, by and 30. between Disney Enterprises, Inc., as Licensor, and The Thermos Company, as Licensee

TRADEMARK REEL: 002296 FRAME: 0269

RECORDED: 05/04/2001