

01-31-2002



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies): 10-19-01 Fleet Capital Corporation f/k/a Shawmut Capital Corporation, f/k/a Barclays Business Credit, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State Rhode Island [] Other Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Name: Igloo Products Corporation Internal Address: Street Address: 1061 W. Sam Houston Parkway North City: Houston State: TX ZIP: 77403 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [x] Corporation-State Delaware [] Other

3. Nature of conveyance: [] Assignment [] Merger [] Security Agreement [] Change of Name [x] Other Release of Security Interest Execution Date: September 25, 1997

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

4. Application number(s) or patent number(s): A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,916,340 1,919,539 1,922,100 1,916,510 1,919,808 1,934,185 Additional numbers attached? [x] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: James Carney Internal Address: Brunswick Corporation Street Address: 1 North Field Court City: Lake Forest State: IL Zip: 60045

6. Total number of applications and registrations involved: 10 7. Total fee (37 CFR 3.41) \$ 265.00 [x] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

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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. Joan L. Long Name of Person Signing Signature Date 10/19/01

Total number of pages including cover sheet, attachments, and documents: 2

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

CONTINUATION OF ITEM 4.

1,935,068

1,935,070

1,943,718

2,079,590

RELEASE AND REASSIGNMENT

This RELEASE AND REASSIGNMENT, dated as of January 3, 1997, is made by FLEET CAPITAL CORPORATION, a Rhode Island corporation (f/k/a Shawmut Capital Corporation (f/k/a Barclays Business Credit, Inc.)), having a mailing address at 200 Glastonbury Boulevard, Glastonbury, Connecticut 06033 ("Assignor") and IGLOO PRODUCTS CORP., ("Assignee") a Delaware corporation having a mailing address at 1001 W. Sam Houston Parkway, N. Houston, Texas 77403.

W I T N E S S E T H

WHEREAS, Assignee entered into a Loan and Security Agreement, dated as of December 2, 1994 (the "Loan Agreement") with Assignor and various financial institutions named therein ("Lenders");

WHEREAS, in connection with the Loan Agreement, Assignee executed and delivered a Trademark Collateral Security Agreement dated as of December 2, 1994 (the "Security Agreement") granting and conveying to Assignor for the ratable benefit of Lenders a security interest in and to:

- (a) the entire right, title and interest of Assignee in and to the Trademarks, as defined in the Security Agreement, including the registrations and applications appurtenant thereto, listed in Schedule A hereto, and in and to any and all trademarks and registrations and applications appurtenant thereto, hereafter acquired or filed by Assignee, including without limitation all renewals thereof, all proceeds of infringement suits, the rights to sue for past, present and future infringements and all rights corresponding thereto in the United States and the goodwill of the business to which each of the Trademarks relates; and
- (b) all of Assignee's right, title and interest in, to and under the following:

- (i) all Licenses designated on Schedule I hereto;
- (ii) all Accounts (as defined in the Security Agreement), contract rights and General Intangibles (as defined in the Loan Agreement) arising under or relating to each and every License (including, without limitation, (A) all moneys due and to become due under any License, (B) any damages arising out of or for breach or default in respect of any such License, (C) all other amounts from time to time paid or payable under or in connection with any such License, and (D) the right of Assignee to terminate any such License or to perform and to exercise all remedies thereunder); and
- (iii) to the extent not otherwise included, all Proceeds (as defined in the Security Agreement) and products of any or all of the foregoing;

(collectively, the "Collateral") to secure prompt payment of all Obligations of Assignee (as set out in the Loan Agreement);

WHEREAS, in order to further secure all Obligations as set out in the Loan Agreement and the Security Agreement, the Assignee entered into a Trademark Assignment of Security with Assignor, dated as of December 2, 1994 ("Assignment"), recorded in the United States Patent and Trademark Office on December 7, 1994, at Reel/Frame 1258/0326, pursuant to which Assignee assigned and granted to Assignor, for the ratable benefit of Lenders, a security interest in and to the trademarks set out in

Schedule A of the Assignment (the "Trademarks"), together with the goodwill of the business symbolized by the Trademarks, and registration and applications therefor;

WHEREAS, the Obligations (as defined in the Loan Agreement) have been satisfied and Assignor no longer claims an interest in the Collateral, including the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, Assignor hereby agrees and confirms that the Loan Agreement, the Security Agreement and the Assignment and any and all rights and interests conveyed or granted thereby are terminated and released, and any and all rights of Assignor in the Collateral are hereby reassigned to Assignee.

IN WITNESS WHEREOF, the undersigned has caused this RELEASE AND REASSIGNMENT to be duly executed and delivered as of the date first above written.

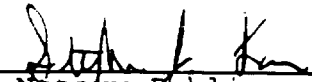
FLEET CAPITAL CORPORATION
(f/k/a Shawmut Capital
Corporation (f/k/a Barclays
Business Credit, Inc.)), as
Agent

By: [Signature]
Name: [Name]
Title: [Title]

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

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Michael N. Grande the Assistant Vice President of FLEET CAPITAL CORPORATION, a Rhode Island corporation (f/k/a Shawmut Capital Corporation (f/k/a Barclays Business Credit, Inc.)) is signed to the foregoing RELEASE AND REASSIGNMENT, and who is known to me and known to be such Person, acknowledged before me under oath on this day that, being informed of the contents of said RELEASE AND REASSIGNMENT, he in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of FLEET CAPITAL CORPORATION.

Given under my hand and seal of office, the 3rd day of January, 1997.



Notary Public

My Commission Expires: Sept. 25, 1997

(SEAL)

Notary Public, New York
No. 01, 1039
Qualified in New York County
Commission Expires Sept. 25, 1997

SCHEDULE A

Schedule A to a Trademark Assignment of Security Agreement, dated December 2, 1994, by and between IGLOO PRODUCTS CORP. and BARCLAYS BUSINESS CREDIT, INC., as Agent.

Attached.

IGLOO PRODUCTS CORP.

TRADEMARK REGISTER

<u>Trademark (& Design if any)</u>	<u>Certificate Number</u>	<u>Date Issued</u>	<u>Date of Next Renewal or Affidavit</u>	<u>Class</u>
<u>Federal Registrations</u>				
PIESTA	709,798	01/17/61	01/17/2001	2-Insulated ice chests
IGLOO	718,413	07/18/61	07/18/2001	2-Insulated water coolers
JERRY JUG	729,581	06/10/62	06/10/2002	2-Capped plastic containers for holding and dispensing liquids
IGLOO	961,185	06/19/73	06/19/2003	2-Insulated water coolers, bev- erage coolers, picnic chests and ice chests (I.C.20)
GCC	1,038,524	04/27/76	04/27/96	21-Receptacles and contain- ers-namely plastic ice buckets and plastic chests, jugs, utility cans, water contain- ers sprinkling cans, planters, flower pots and water over- flow dishes and candy dishes made of plastic

TRADEMARK REGISTER

Trademark (Design if any)	Certificate Number	Date Issued	Date of Next Renewal or Affidavit	Class
GRIP-POB	1,008,149	09/14/76	09/14/95	21-Receptacles and dispensers, namely, plastic jugs, household jugs, jugs, cans, containers and pitchers
JERRY JUG (Design)	1,056,103	01/11/77	01/11/97	2-Capped plastic containers for holding and dispensing (I.C. 21)
LUNCHMATE	1,096,803	07/18/78	07/18/98	2-Portable container for carrying foods and beverages (I.C. 21)
COOL REST	1,107,341	11/28/78	11/28/98	21-Welded plastic insulated beverage container
FLIP TOP (Stylized lettering)	1,109,410	12/19/78	12/19/98	21-Containers-namely, insulated plastic chests, can and bottle coolers, and small portable insulated picnic chests having rotary lids with integral carry and opening handles
BEE	1,096,037	07/11/78	07/11/98	21-Containers-namely, insulated coolers, insulated chests, beverage dispensers, insulated picnic jugs, wide mouth picnic jugs, can and bottle coolers, small snack tote coolers, tray lid cooler chests, utility containers, water bottles and insulated food jars
PLAYMATE	1,127,892	12/18/79	12/18/99	2-Portable ice and/or food containers (I.C. 21)

IGLOO PRODUCTS CORP.

TRADEMARK REGISTER

<u>Trademark & Design</u>	<u>Certificate Number</u>	<u>Date Issued</u>	<u>Date of Next Renewal or Affidavit</u>	
LITTLE PLAYMATE	1,127,893	12/18/79	12/18/99	2-Portable ice and/or food containers (I.C. 21)
BUILT IN SEAT	1,135,174	05/13/80	05/13/2000	2-Portable ice, beverage, and food containers (I.C. 21)
STURDY JUG	1,149,617	03/24/81	03/24/2001	2-Portable ice, liquid and/or food containers (I.C. 21)
PLAYMATE PLUS	1,214,013	10/26/82	10/26/2002	21-Portable ice and/or food containers
BUILT TO SURVIVE THE REAL WORLD	1,215,874	11/09/82	11/09/2002	2-Insulated water coolers, beverage coolers, picnic chests, ice chests, containers for liquids, and parts and accessories (namely, food trays, bins, boards, water jugs, freeze packs, and paper cup dispensers)
IGLOO (B Scar Design)	1,215,885	11/09/82	11/09/2002	21-Picnic and/or ice chests
PLAYMATE Design	1,241,206	06/07/83	06/07/2003	21-Design of portable ice and/or food containers
ICE BOSS	1,350,701	07/23/85	07/23/2005	21-Beverage coolers
ICE MATE	1,439,189	5/12/07	5/12/2007	21-Flexible insulated ice cooler
WATERMATE	1,450,870	8/04/07	8/04/2007	21-foam insulation sold as a component part of portable ice chests
ENVELOPE 95	1,479,670	03/08/88	03/08/98	21-wings sold as component parts of portable ice chests

IGLOO PRODUCTS CORP.

TRADEMARK REGISTER

<u>Trademark (& Design)</u>	<u>Certificate Number</u>	<u>Date Issued</u>	<u>Date of Next Renewal</u>	<u>Goods and Services</u>
IGLOO ICE	1,537,371	05/02/89	05/02/2000	21-ice cubes, cooler, cooler bags, cooler bags containing refrigerable goods containing refrigerable goods
IGLOO	1,549,489	12/05/89	12/05/95	10-Carrying cases for insulating supplies
COOL MADE (& Design)	1,616,595	10/09/90	10/09/96	11-Portable refrigerator/warmer units
BARREL OF FUN	1,646,877	06/04/91	06/04/97	21-Beverage coolers
IGGIES	1,648,878	06/25/91	06/25/97	21-Insulated beverage holders and plastic cups
SOUGGY	1,650,184	07/09/97	07/09/97	21-Plastic insulated sports bottles for water and beverages
IGLOO (& Design)	1,655,590	09/03/91	09/03/97	21-Insulated lunch boxes and insulated nylon cooler bags for goods and beverages

IGLOO PRODUCTS CORP.

TRADEMARK REGISTER

<u>Trademark (S Design if any)</u>	<u>Certificate Number</u>	<u>Date Issued</u>	<u>Date of Next Renewal or Affidavit</u>	<u>Class</u>
BUCKET OF FUN —	1,558,242	09/24/91	09/24/97	21-Serviceware
TAG-ALONG	1,660,870	10/15/91	10/15/97	21-ice chests
IGLOO —	1,664,167 —	11/12/91	11/12/97	21-Insulated baby bottle holders
SQUIGGLET —	1,665,879	11/26/91	11/26/97	21-Insulated baby bottle holders
SQUIGGIES	1,666,774	12/03/91	12/03/97	21-Insulated sports bottles for water and beverages
IGLOO (S Design)	1,666,792	12/03/91	12/03/97	25-Shoes
GRIP 'N SIP	1,667,664	12/10/91	12/10/97	21-Jugs for beverages
LUNCHMATE PLUS	1,670,290	12/31/91	12/31/97	21-Lunch kit coolers
COOL SACK	1,671,780	01/14/92	01/14/98	21-Insulated lunch boxes

IGLOO PRODUCTS CORP.

TRADEMARK REGISTER

<u>Trademark (& Design if any)</u>	<u>Certificate Number</u>	<u>Date Issued</u>	<u>Date of Next Renewal or Affidavit</u>	<u>Class</u>
BIG FREEZE	1,672,627	01/21/92	01/21/98	21-Ice chest, cooler, and sealed plastic containers containing refreezable gels
CARRY THE FUN WITH #1	1,672,525	01/21/92	01/21/98	21-Portable ice chests for food and beverages
DEEP FREEZE	1,672,629	01/21/92	01/21/98	21-Ice substitutes; namely sealed plastic containers containing refreezable gels
CAR-SERV	1,674,271	02/04/92	02/04/98	21-Portable coolers
KERI JUG (& Design)	1,675,129	02/11/92	02/11/98	21-Capped plastic containers for holding and dispensing liquids
PLAYMATE	1,680,421	3/24/92	3/24/98	21-Beverage coolers
JUICE PAC	1,699,126	07/07/92	07/07/98	21-Insulated containers for juice boxes and snacks
LEGEND	1,705,048	08/04/92	08/04/98	21-Portable ice chests for food and beverages
HUNCHMATE	1,705,868	08/04/92	08/04/98	21-Lunch boxes
CLEAN & CART (& Design)	1,711,601	09/01/92	09/01/98	16-Trash bags

IGLOO PRODUCTS CORP.

TRADEMARK REGISTER

<u>Trademark (S Design if any)</u>	<u>Certificate Number</u>	<u>Date Issued</u>	<u>Date of Next Renewal or Affidavit</u>	<u>Class</u>
ROADSTER	1,745,427	10/12/93	10/12/99	21- Ice chests and ice cool- ers; necessary trays to hold coffee mugs; mugs, keys and other loose items that may be carried in cars for convenience
COOL RIDER	1,756,101	3/02/93	3/02/99	11-Thermoelectric coolers and warmers for food and beverages
LIL' SIPPER	1,767,493	04/27/93	04/27/99	21-Insulated jugs for beverages
MINIMATE	1,818,989	02/01/94	02/01/2000	21-Portable containers for ice, food and beverages

TRADEMARK REGISTER

<u>Trademark (& Design if any)</u>	<u>Certificate Number</u>	<u>Date Issued</u>	<u>Date of Next Renewal or Affidavit</u>	<u>Class</u>
ACTIVITY LOCKER	S.N. 74/562307	08/17/94		21-Storage Containers for domestic use
COOL CREW	S.N. 74/352960	01/27/93		21-Portable containers for ice, food and beverages
COOL POUCH	<u>Mailed to P.T.O. 10/28/94</u>			18-Insulated fanny pack lunch kits
COOL ROLLER	S.N. 74/626134	08/13/93		21-Portable containers for ice, food and beverages
DECK MASTER	S.N. 74/501913	03/16/94		21-All purpose portable domestic containers
FOREST FRIENDLY	S.N. 74/279873	02/09/93	12/17/93	21-Portable containers for ice, food and beverages
FOREST FRIENDLY & DESIGN	S.N. 74/279874	01/12/93	12/17/93	21-Portable containers for ice, food and beverages
ICE BOX	1,793,703	09/21/93	09/21/99	21-Insulated lunch boxes
IGLOO (& Design)	S.N. 74/015569	01/2/90		11-Thermoelectric coolers and warmers for food and beverages and alternating/direct electrical current converters

Federal Applications to Register

IGLOO PRODUCTS CORP

TRADEMARK REGISTER

<u>Trademark (& Design if any)</u>	<u>Certificate Number</u>	<u>Date Issued</u>	<u>Date of Next Renewal</u>	<u>Class</u>
				21-Portable containers for ice, food and beverages and accessories therefor, namely, ice chests; beverage coolers; picnic lunch containers; holders; water coolers; car coolers; domestic use containers; namely, water containers, fuel containers and waste containers; ice substitutes; namely, sealed plastic containers containing freezable gels and freeze bottle freezable containers
IGLOO	<u>S.N. (Mailed to PTO 8/23/94)</u>			11-Thermoelectric coolers and warmers for foods and beverages and accessory parts therefor; alternating/direct electrical current converters; battery adapters; battery guards; and refrigerators
IGLOO	<u>S.N. (Mailed to PTO 8/23/94)</u> 1,919,708			21-Portable containers for ice, water, food and beverages and accessory replacement part therefor; lunch kits; freeze bottles; thermal bottles; cup dispensers; and all purpose portable domestic containers
IGLOO & Design	<u>S.N. (Mailed to PTO 8/23/94)</u>			21-Lunch kits, thermos bottles beverage cups and foam sleeves and sports bottles
COOL CRUISER	S.N. 74/562207	8/17/94		11-Thermoelectric coolers and warmers for foods and beverages
COOL MATE	S.N. 74/114800	11/13/90	Statement of use filed 5/93	9-Alternating/direct electrical current converters 11-Thermoelectric coolers and warmers for food and beverages

LELCO PRODUCTS CORP.

TRADEMARK REGISTER

<u>Trademark (& Design if any)</u>	<u>Certificate Number</u>	<u>Date Issued</u>	<u>Date of Next Renewal or Affirmation</u>	<u>Class</u>
KOOL PARTS & DESIGN	S. N. 74/562148			11-Electromechanical parts, electric coolers and warmers for foods and beverages
KOOL SIPPER	S. N. 74/216232	10/29/91	Statement of Use filed 3/93	21-Containers for beverages including thermal bottles
LITE LUNCH	S. N. 74/562205			21-Portable insulated containers for ice, food and beverages
LITTLE KOOL REST	S. N. 74/562208			21-Car coolers
PACK MASTER	S. N. 74/501912	03/16/94		21-All purpose portable domestic containers
PICNIC BASKET	S. N. 74/078528	07/16/90		21-Ice chests
SCHOOL MATE	S. N. _____	07/18/94		21-Portable containers for ice, food and beverages
S'COOL MATE	S. N. 74/553240	07/27/94		21-Portable containers for ice, food and beverages
SOFTMATE	S. N. 74/557822	08/05/94		21-Flexible insulated containers for ice, food and beverages
THERMOFLOW	S. N. 74/114761	11/13/90		11-Air ducts for thermoelectric coolers and warmers for food and beverages

SCHEDULE I

Schedule I to a Trademark Collateral Security Agreement, dated December 2, 1994, by and between IGLOO PRODUCTS CORP. and BARCLAYS BUSINESS CREDIT, INC., as Agent.

Attached.

IGLOO PRODUCTS CORP.

TRADEMARK LICENSE AGREEMENTS

1 Trademark License Agreement, dated November 24, 1982 with The Thermos Company (successor in interest to King-Seeley Thermos Co). This agreement licenses The Thermos Company to use a variation of the design of the PLAYMATE ice chest which is a federally registered trademark.