

09-27-2005

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|-----------------------|-------------------|
| SUBMISSION TYPE:      | NEW ASSIGNMENT    |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name         | Formerly | Execution Date | Entity Type                         |
|--------------|----------|----------------|-------------------------------------|
| Thermos, LLC |          | 08/29/2005     | limited liability company: DELAWARE |

RECEIVING PARTY DATA

|                 |                               |
|-----------------|-------------------------------|
| Name:           | JPMorgan Chase Bank, N.A.     |
| Street Address: | 2000 S. Naperville Road       |
| City:           | Wheaton                       |
| State/Country:  | ILLINOIS                      |
| Postal Code:    | 60187                         |
| Entity Type:    | national banking association: |

PROPERTY NUMBERS Total: 21

| Property Type        | Number   | Word Mark              |
|----------------------|----------|------------------------|
| Registration Number: | 2211478  | THERMOS                |
| Registration Number: | 1279005  | FLIP 'N' POUR          |
| Registration Number: | 1740598  | SUPER 50               |
| Registration Number: | 1905015  | STASH TOP              |
| Registration Number: | 1861403  | STASH TOP              |
| Registration Number: | 2330063  | ROCK                   |
| Registration Number: | 2412909  | THE ROCK               |
| Registration Number: | 1897909  |                        |
| Registration Number: | 0067002  | THERMOS                |
| Registration Number: | 0176064  | THERMOS                |
| Registration Number: | 0224048  | THE THERMOS TRADE MARK |
| Registration Number: | 0229816  | THERMOS                |
| Serial Number:       | 75793205 | SELECT-A-BREW          |

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|                      |          |               |
|----------------------|----------|---------------|
| Serial Number:       | 76212550 | ARCTICUFF     |
| Serial Number:       | 76219677 | THERMAX       |
| Serial Number:       | 78365375 | RAYA          |
| Serial Number:       | 78579477 | E5            |
| Serial Number:       | 78579440 | ELEMENT5      |
| Registration Number: | 1214870  | FLIP 'N' SIP  |
| Serial Number:       | 75545078 | FRESH SERVICE |
| Serial Number:       | 76036972 | TWIN TRAVELER |

## CORRESPONDENCE DATA

Fax Number: (312)896-6787  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312-443-1787  
 Email: sffield@lordbissell.com  
 Correspondent Name: Sean C. Fifield  
 Address Line 1: 115 S. LaSalle St.  
 Address Line 4: Chicago, ILLINOIS 60603

|                    |                      |
|--------------------|----------------------|
| NAME OF SUBMITTER: | Ingrid J. Scheckel   |
| Signature:         | /Ingrid J. Scheckel/ |
| Date:              | 09/09/2005           |

Total Attachments: 16  
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**JPMORGAN CHASE BANK, N.A.  
 COLLATERAL ASSIGNMENT OF TRADEMARKS,  
 PATENTS, COPYRIGHTS AND LICENSES**

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**THIS COLLATERAL ASSIGNMENT OF TRADEMARK, PATENTS, COPYRIGHTS AND LICENSES** (this "Assignment") is made and entered into as of August 17, 2005, by and among JPMORGAN CHASE BANK, N.A., a national banking association ("Lender") and THERMOS, L.L.C., a Delaware limited liability company (the "Borrower").

**WITNESSETH**

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

**WHEREAS**, pursuant to the Loan Documents, Borrower granted to Lender a first priority security interest and lien in and to substantially all of Borrower's assets, including, without limitation, all patents, trademarks, trademark registrations, trade names, copyrights, all applications therefore 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 Borrower, provided, among other things, Borrower executes and delivers this Assignment to Lender.

**NOW, THEREFORE**, in consideration of the Financial Accommodations, the mutual promises and understandings of Borrower and Lender set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower covenants and agrees with Lender as follows:

1. **Incorporation of Loan Documents.** 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 Documents.

2. **Collateral Assignment of Intellectual Property.** To secure the full and timely payment and performance of all of Borrower's Advances under the Note, and of all other obligations of Borrower to Lender, JPMorgan Chase & Co. or any of their subsidiaries, affiliates or successors, now existing or hereafter arising, including, without limitation, all loans, advances, interest, fees, overdrafts, credit card indebtedness, lease obligations, rate management transactions, and all renewals, extensions, or amendments thereof, whether Borrower is liable jointly with others or

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individually, as a maker, guarantor or endorser, directly or indirectly, absolutely or on a contingent basis, and whether such obligations exist now or arise in the future (collectively, all such obligations are referred to herein as the "Liabilities"), Borrower hereby grants and conveys to Lender a first priority security interest and lien in and to all of 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 therefore, 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 therefore, including, without limitation, the inventions and improvement 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 its 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 Documents now or thereafter owned by 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

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JPMorgan Chase Bank, N.A.  
Collateral Assignment of Trademarks,  
Patents, Copyrights and Licenses

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prohibited by their terms from being pledged as security assigned, mortgaged or otherwise transferred or encumbered by Borrower or that terminate upon being pledged, assigned, mortgaged or otherwise transferred or encumbered by 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. 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. Borrower covenants and agrees 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 Borrower 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. Borrower agrees that until the Liabilities shall have been indefeasibly paid and satisfied in full and the Loan Documents have been terminated, Borrower will not, without Lender's prior written consent, enter into any document, instrument or agreement, which is inconsistent with Borrower's obligations under this Assignment. Borrower further agrees that it 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, Borrower hereby represents and warrants to Lender that Borrower has not granted any license to any person in connection with Borrower's Trademarks. Borrower hereby covenants unto the Lender that until the Liabilities shall have been indefeasibly paid and satisfied in full and the Loan Documents have been terminated, Borrower shall not grant any license to any third party in connection with Borrower's Trademarks.

4. New Trademarks, Patents, Copyrights and Licenses. Borrower represents and warrants 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 therefore and Licenses now owned by Borrower, 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, Borrower shall (i) obtain rights to any new trademarks, trademark registrations, trademark applications, patents, patent

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JPMorgan Chase Bank, N.A.  
Collateral Assignment of Trademarks,  
Patents, Copyrights and Licenses

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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 Borrower shall provide Lender with immediate notice thereof. Borrower 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.

5. Royalties; Terms. Borrower hereby agrees that the use by Lender of all Intellectual Property Collateral after an Event of Default as described above shall be without any liability for royalties or other related charges from Lender to Borrower. 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. Lender's Right to Inspect. Lender shall have the right to inspect Borrower's premises and to examine Borrower's books, records and operations, including, without limitation, Borrower's quality control processes. Upon an Event of Default, Borrower agrees 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 Borrower under the Trademarks, Patents, Copyrights or Licenses. 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 Borrower's reasonable business judgment; and (iii) not to adversely change or alter the quality of said products in anyway, except for changes deemed appropriate in Borrower's 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, 9 and 13 hereof, nothing contained herein shall be deemed to limit in any way Borrower's 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. Duties of Borrower. Borrower shall have the duty (i) to prosecute diligently any trademark, patent or copyright registration pending as of the date hereof or at any time hereafter, deemed appropriate in Borrower's reasonable business judgment, until the Liabilities shall have been paid in full, (ii) to make applications for trademarks, patents and copyrights, as Borrower deems appropriate in its reasonable business judgment, and (iii) to preserve and maintain all Intellectual Property Collateral as Borrower deems appropriate in its reasonable business judgment. Any

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JPMorgan Chase Bank, N.A.  
Collateral Assignment of Trademarks,  
Patents, Copyrights and Licenses

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expenses incurred in connection with such applications shall be borne by Borrower. Borrower shall not abandon any Intellectual Property Collateral without the consent of Lender.

9. Lender's Right to Sue. 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 Borrower to enforce the Trademarks, Patents, Copyrights and Licenses. If Lender shall commence any such suit, Borrower 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 Borrower 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.

10. Waivers. Lender's failure at any time or times hereafter to require strict performance by Borrower 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 Borrower contained in this Assignment and no Event of Default by Borrower 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 Borrower specifying such suspension or waiver.

11. Severability. 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. Modification. 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. Cumulative Remedies; Power of Attorney; Effect on Loan Agreement. 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. Borrower hereby authorizes Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Borrower's 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 Borrower's 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, 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. Borrower agrees 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. Borrower hereby ratifies 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 Borrower and Lender have been terminated. Borrower acknowledges and agrees 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. Binding Effect: Benefits. This Assignment shall be binding upon Borrower and its successors and assigns, and shall inure to the benefit of Lender, its nominees, successors and assigns.

15. Notice. 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 Documents and shall be effective as set forth in the Loan Documents.

16. 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.

[SIGNATURE PAGE TO FOLLOW]

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JPMorgan Chase Bank, N.A.  
Collateral Assignment of Trademarks,  
Patents, Copyrights and Licenses

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

**BORROWER:**  
TERRACON, L.L.C.,  
a Delaware Limited Liability company

By: Robert A. Whipple  
Name: Robert A. Whipple  
Title: Treasurer and Secretary

**ACCEPTANCE**

The undersigned, JPMorgan Chase Bank, N.A., accepts the foregoing Collateral Assignment of Trademarks, Patents, Copyrights and Licenses.

**LENDER:**  
JPMORGAN CHASE BANK, N.A.

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

JPMorgan Chase Bank, N.A.  
Collateral Assignment of Trademarks,  
Patents, Copyrights and Licenses

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**EXHIBIT A  
TRADEMARKS AND TRADEMARK REGISTRATIONS**

[SEE ATTACHED]

JPMorgan Chase Bank, N.A.  
Collateral Assignment of Trademarks,  
Patents, Copyrights and Licenses

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## EXHIBIT A

## Thermos, L.L.C.

| Trademark             | Registration No. | Filing Date                   |
|-----------------------|------------------|-------------------------------|
| THERMOS               | 2,211,478        | 07/03/96                      |
| FLIP 'N' POUR         | 1,279,005        | 04/26/82                      |
| 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                      |
| SELECT-A-BREW         | 75/793,205       | 09/07/99                      |
| FRESH SERVICE         | 75/546,078       | 08/31/98                      |
| TWIN TRAVELER         | 78/036,972       | 04/28/00                      |
| ARTICUFF              | 76/212,550       | 02/20/01                      |
| THERMAX               | 76/219,677       | 03/05/01                      |
| RAY A                 | 78/365,375       | 08/08/05                      |
| ELEMENTS              | 78 579 440       | application filed<br>03/02/05 |
| E5                    | 78 579 477       | application filed<br>03/02/05 |

**EXHIBIT B  
PATENTS AND PATENT REGISTRATIONS**

[SEE ATTACHED]

JPMorgan Chase Bank, N.A.  
Collateral Assignment of Trademarks,  
Patents, Copyrights and Licenses

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EXHIBIT B

|           |         | DESCRIPTION       | APPL. No.     | FILED    | PAT. No.     | ISSUED   | PRODUCT       |
|-----------|---------|-------------------|---------------|----------|--------------|----------|---------------|
| 775.00034 |         |                   |               |          |              |          |               |
| 775.00035 |         |                   |               |          |              |          |               |
| 775.00036 | DESIGN  | Vacuum Bottle     | 29/097,971    | 12/18/98 | Des.416,448  | 11/18/99 | 2510R         |
| 775.00037 |         |                   |               |          |              |          |               |
| 775.00039 |         |                   |               |          |              |          |               |
| 775.00040 |         |                   |               |          |              |          |               |
| 775.00041 |         |                   |               |          |              |          |               |
| 775.00042 | DESIGN  | Mug               | 29/109,553    | 08/17/99 | Des.428,769  | 08/01/00 | 2800          |
| 775.00043 |         |                   |               |          |              |          |               |
| 775.00045 | UTILITY | Mug with Mulpt    | 09/421,731    | 10/20/99 | 8,102,244    | 08/15/00 | 2810          |
| 775.00046 | DESIGN  | Mug               |               | 09/14/99 | Des.421,364  | 03/07/00 | 2810          |
|           |         | Mug               |               | 09/01/99 | Des.433,599  | 11/14/00 | 2810 wfo Grip |
| 775.00047 | UTILITY | Wheeled Cooler    | 09/133,307    | 08/13/98 | 8,176,499 B1 | 11/23/01 | 8000          |
|           | UTILITY | Wheeled Cooler    | 09/818,297    | 07/14/00 | 8,328,179 B1 | 12/11/01 | 8000          |
| 775.00048 |         |                   |               |          |              |          |               |
| 775.00049 | UTILITY | Wheeled Cooler    | 09/818,298    | 07/14/00 | 8,316,149 B1 | 11/13/01 | 8000          |
| 775.00050 | DESIGN  | Cooler and Jug    | 29/132,747    | 11/14/00 | Des.451,766S | 12/11/01 | 8006          |
| 775.00054 | UTILITY | Vacuum Insulate   | 09/756,849    | 01/11/01 | 8,628,326    | 9/30/03  | 2700,JCA350   |
| 775.00058 | DESIGN  | Can Holder        | 29/137,232    | 02/15/01 | D457,612     | 04/18/02 | JCA350        |
| 775.00057 |         |                   |               |          |              |          |               |
| 775.00059 | DESIGN  | Can Holder        | 29/137,233    | 02/15/01 | D455,052 S   | 04/02/02 | 2700          |
|           |         |                   |               |          |              |          |               |
| 775.00059 | DESIGN  | Sipping Lid for C | 29/137,234    | 02/15/01 | D457,779     | 05/28/02 | 2700/JCA350   |
| 775.00060 | UTILITY | Insulated Cup H   | 09/774,410    | 01/31/01 | 8,387,652 B1 | 04/09/02 | JCF800        |
| 775.00061 |         |                   |               |          |              |          |               |
| 775.00062 |         |                   |               |          |              |          |               |
| 775.00063 | DESIGN  | Glass Holder Co   | 29/164,127    | 07/18/02 | D483,614     | 12/18/03 | JCE350        |
| 775.00064 | UTILITY | Glass Holder Co   | 09/909,381    | 07/19/01 | 8,419,106    | 07/18/02 | 2720/JCE/JCD  |
| 775.00068 | DESIGN  | Desk Organizer    | 29/144,777    | 07/10/01 | D458,451     | 04/30/02 | DO3000        |
| 775.00066 | DESIGN  | Desk Organizer    | 29/144,770    | 07/10/01 | D457,588     | 05/21/02 | DO3010        |
| 775.00067 | DESIGN  | Desk Organizer    | 29/144,773    | 07/10/01 | D457,191     | 05/14/02 | DO3020        |
| 775.00068 | DESIGN  | Pen and Pencil    | 29/144,774    | 07/10/01 | D462,998     | 08/17/02 | For DO3010    |
| 775.00069 | DESIGN  | Pen and Pencil    | 29/144,772    | 07/10/01 | D462,987     | 08/17/02 | For DO3020    |
| 775.00070 | DESIGN  | Mug (#3990)       | 29/145,178    | 07/17/01 | D472,100     | 03/25/02 | 3980          |
| 775.00071 | DESIGN  | Container with C  | 29/144,771    | 07/10/01 | D464,868     | 10/29/02 | 2330          |
| 775.00072 | DESIGN  | Container with C  | 29/144,775    | 07/10/01 | D467,811     | 12/21/02 | 2340          |
| 775.00073 | DESIGN  | Can Holder (Bra   | 8101723-0     | 08/13/01 | No.8101723-0 | 03/26/02 | 2700          |
| 775.00074 | DESIGN  | Can Holder (Ch    | 19572001      | 08/13/01 |              |          |               |
| 775.00075 | DESIGN  | Can Holder (Mo    | PA/2001/00083 | 08/08/01 | No.16739     | 11/13/03 | 2700          |
| 775.00078 | UTILITY | Desk Organizer    | 09/902,303    | 07/10/01 | 8,591,980    | 07/15/03 | DO3010,3020   |
| 775.00077 |         |                   |               |          |              |          |               |
| 775.00078 |         |                   |               |          |              |          |               |
| 775.00083 |         |                   |               |          |              |          |               |

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|           |         | DESCRIPTION              | APPLI. No. | FILED    | PAT. No.  | ISSUED   | PRODUCT          |
|-----------|---------|--------------------------|------------|----------|-----------|----------|------------------|
| 775.00085 |         |                          |            |          |           |          |                  |
| 775.00088 | DESIGN  | Soft-Skidded Cooler      | 29/151,763 | 10/30/01 | D485,134  | 11/05/02 |                  |
| 775.00089 |         |                          |            |          |           |          |                  |
| 775.00090 |         |                          |            |          |           |          |                  |
| 775.00091 | DESIGN  | Insulated Container      | 29/180,708 | 05/15/02 | D478,857  | 07/08/03 | 2720 Metal Shell |
| 775.00092 | DESIGN  | Mug                      | 29/180,709 | 05/16/02 | D480,817  | 10/21/03 | 2660             |
| 775.00093 | DESIGN  | Food Jar And Lid         | 29/180,727 | 05/15/02 | D474,377  | 05/13/03 | SJ300            |
| 775.00094 | DESIGN  | Top For A Beverage       | 29/180,734 | 05/15/02 | D478,856  | 07/08/03 | 2710 Top         |
| 775.00095 | DESIGN  | Insulated Food Container | 29/180,719 | 05/15/02 | D477,752  | 07/28/03 | 2321STR          |
| 775.00098 | DESIGN  | Coffee Station Container | 29/180,722 | 05/15/02 | D478,438  | 08/06/03 | DO3040           |
| 775.00097 | DESIGN  | Mug                      | 29/180,718 | 05/15/02 | D480,803  | 10/14/03 | Mug For CS       |
| 775.00098 |         |                          |            |          |           |          |                  |
| 775.00099 | DESIGN  | Vacuum Bottle            | 29/180,723 | 05/15/02 | D478,858  | 07/08/03 | 2520             |
| 775.00100 | DESIGN  | Food Jar                 | 29/180,717 | 05/15/02 | D472,107  | 03/25/03 | 2345             |
| 775.00101 | DESIGN  | Insulated Food Container | 29/180,721 | 05/15/02 | D478,858  | 07/08/03 | 2321SLM          |
| 775.00102 | UTILITY | Insulating Enclosure     | 10/127,510 | 04/22/02 | 8,814,252 | 11/08/04 | 2710             |
| 775.00103 | DESIGN  | Cup Holder               | 29/188,281 | 04/02/02 | D478783   | 8/28/03  | JCF600           |
| 775.00104 | DESIGN  | Mug (Continuous)         | 29/180,943 | 05/20/02 | D485,123  | 01/13/04 | 3885             |
| 775.00105 | DESIGN  | Mug/Metal body           | 29/184,148 | 07/18/02 | D483,895  | 12/23/03 | JM1400           |
| 775.00106 | DESIGN  | Container(Food)          | 29/188,117 | 08/22/02 | D474,851  | 05/20/03 | JC3300/500       |
| 775.00107 | DESIGN  | Stopper(brew in)         | 29/184,152 | 07/18/02 | D478,890  | 07/08/03 | TGLU/THF         |
| 775.00108 | DESIGN  | Mouse Pad                | 29/181,387 | 05/29/02 | D471,915  | 03/18/03 | DO3011           |
| 775.00109 | DESIGN  | Desk Organizer           | 29/181,370 | 05/28/02 | D469,510  | 02/04/03 | DO3021           |
| 775.00110 | DESIGN  | Desk Organizer           | 29/181,402 | 05/29/02 | D469,128  | 01/21/03 | DO3030N          |
| 775.00111 | DESIGN  | Pen or Pencil Holder     | 29/181,892 | 08/05/02 | D470,532  | 02/18/03 | For DO3021       |
| 775.00112 | DESIGN  | Clock with Stand         | 29/161,368 | 05/29/02 | D466,029  | 11/26/02 | For DO3030N      |
| 775.00113 | DESIGN  | Carafe(Metal body)       | 29/165,887 | 08/19/02 | D480254   | 10/7/03  | THF1800          |
| 775.00114 | UTILITY | Insulated Container      | 10/429,368 | 05/05/03 | 8,779,879 | 08/24/04 |                  |
| 775.00115 | UTILITY | Release Cup Holder       | 10/345,595 | 01/16/03 |           |          | JCF600           |
| 775.00118 | DESIGN  | Mug                      | 29/188,739 | 09/03/02 | D483,226  | 12/9/03  | DF4000           |
| 775.00117 | DESIGN  | Mug                      | 29/188,883 | 09/03/02 | D480,918  | 10/21/03 | DF4010           |
| 775.00118 | DESIGN  | Front Panel for a        | 29/170,369 | 11/05/02 | D486,038  | 02/03/04 | 2000Series       |
| 775.00119 | DESIGN  | Front Panel for a        | 29/170,369 | 11/05/02 | D485,131  | 01/13/04 | 4000Series       |
| 775.00120 | DESIGN  | Front Panel for a        | 29/170,370 | 11/05/02 | D485,732  | 01/27/04 | 6000Series       |
| 775.00121 | DESIGN  | Front Panel for a        | 29/170,371 | 11/05/02 | D492,190  | 06/22/04 | 8000Series       |
| 775.00123 | DESIGN  | Top For A Beverage       | No.100848  | 10/08/02 | No.100848 | 10/29/03 | 2710 Top         |
| 775.00124 | DESIGN  | Insulated Container      | No.100847  | 10/08/02 | No.100847 | 03/01/04 | 2720 Metal Shell |
| 775.00125 | DESIGN  | Food Jar And Lid         | No.100848  | 10/08/02 | No.100848 | 08/05/04 | SJ300            |
| 775.00126 | DESIGN  | Vacuum Bottle            | No.100849  | 10/08/02 | No.100849 | 02/23/04 | 2520             |
| 775.00127 | DESIGN  | Food Jar                 | No.100850  | 10/08/02 | No.100850 | 02/23/04 | 2345             |
| 775.00128 | DESIGN  | Desk Organizer           | No.100852  | 10/08/02 | No.100852 | 08/25/03 | DO3021           |
| 775.00129 | DESIGN  | Coffee Station Container | No.100851  | 10/08/02 | No.100851 | 10/21/03 | DO3040           |
| 775.00130 | DESIGN  | Desk Organizer           | No.100853  | 10/08/02 | No.100853 | 06/26/03 | DO3030N          |
| 775.00131 | DESIGN  | Mouse Pad                | No.100854  | 10/08/02 | No.100854 | 08/25/03 | DO3011           |
| 775.00132 | DESIGN  | Carafe                   | 29/188,441 | 10/02/02 | D485,114  | 1/13/04  | 37310            |

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|             |         | DESCRIPTION       | APPLI. No. | FILED    | PAT. No. | ISSUED    | PRODUCT                          |
|-------------|---------|-------------------|------------|----------|----------|-----------|----------------------------------|
| 775.00133   | DESIGN  | Food Jar with De  | 29/158,442 | 10/02/02 | D479,785 | 9/23/03   | 37205                            |
| 775.00134   | DESIGN  | Bottle with Detac | 29/158,443 | 10/02/02 | D503,589 | 4/5/2005  | 37105,37110                      |
| 775.00138   | DESIGN  | Mug               | 29/175,130 | 01/30/03 | D493,088 | 07/20/04  | 3910                             |
| 775.00137   |         |                   |            |          |          |           |                                  |
| 775.00139   |         |                   |            |          |          |           |                                  |
| 775.00139   |         |                   |            |          |          |           |                                  |
| 775.00140   |         |                   |            |          |          |           |                                  |
| 775.00141   |         |                   |            |          |          |           |                                  |
| 775.00146   |         |                   |            |          |          |           |                                  |
| 775.00147   | UTILITY | Vacuum Insulate   | 10/447,184 | 05/28/03 |          |           | 2790                             |
| 775.00148   | UTILITY | Soft-Sided Cooke  | 10/852,780 | 08/29/03 |          |           |                                  |
| 775.00149   | UTILITY | Soft-Sided Cooke  | 10/852,783 | 08/29/03 |          |           |                                  |
| 775.00150   |         |                   |            |          |          |           |                                  |
| 775.00151   |         |                   |            |          |          |           |                                  |
| 775.00152   | DESIGN  | Mug               | 29/219,756 | 12/21/04 |          |           | CPC1000                          |
| 775.00153   | DESIGN  | Mug               | 29/219,757 | 12/21/04 |          |           | GPC1020                          |
| 775.00154   | DESIGN  | Mug               | 29/219,755 | 12/21/04 |          |           | CSS1000                          |
| 775.00155   | DESIGN  | Mug               | 29/219,762 | 12/21/04 |          |           | CSS1020                          |
| 775.00156   | DESIGN  | Tumbler           | 29/213,480 | 09/17/04 |          |           | CPC1010                          |
| 775.00157   | DESIGN  | Tumbler           | 29/213,479 | 09/17/04 |          |           | CSS1010                          |
| 775.00158   | DESIGN  | Lid for Mug and   | 29/213,478 | 09/17/04 |          |           | CSS1000/1010                     |
| 775.00159   | DESIGN  | Lid for Mug and   | 29/213,477 | 09/17/04 |          |           | CPC1020/CSS1020                  |
| 775.00160   | DESIGN  | Lid for Mug or T  | 29/213,475 | 09/17/04 | D504,798 | 5/10/2005 | CPC1000/1010                     |
| 00775P161US | UTILITY | Carafe With Con   | 10/719,115 | 11/21/03 |          |           | PP2230SG                         |
| 775.00162   | DESIGN  | Mug               | 29/217,329 | 11/16/04 |          |           | DF4040/4050                      |
| 775.00164   | DESIGN  | Mug               | 29/217,327 | 11/16/04 |          |           | DF4030                           |
| 775.00165   | DESIGN  | Mug               | 29/217,328 | 11/16/04 |          |           | DF4020                           |
| 775.00166   | DESIGN  | Mug               | 29/217,330 | 11/16/04 |          |           | DF4080                           |
| 775.00167   | DESIGN  | Floating Bottle   | 29/219,758 | 12/21/04 |          |           | 2595                             |
| 775.00168   | DESIGN  | Floating Food Ja  | 29/219,759 | 12/21/04 |          |           | 2350                             |
| 775.00169   | DESIGN  | Handle for A Mug  | 29/219,760 | 12/21/04 |          |           | Metal/Rubber Handle for RAYA     |
| 775.00170   | DESIGN  | Handle for A Mug  | 29/219,761 | 12/21/04 |          |           | Plastic/Rubber Handle for RAYA   |
| 775.00171   | DESIGN  | Dome Lid For A    | 29/219,763 | 12/21/04 |          |           | Plastic/Rubber Dome Lid for RAYA |
| 775.00172   | DESIGN  | Bottle            | 29/224,221 | 02/24/06 |          |           | CSS2000                          |
| 775.00173   | DESIGN  | E5 Food Jar       |            |          |          |           |                                  |
| 775.00174   | DESIGN  | E5 Mug            |            |          |          |           |                                  |
| 775.00175   | DESIGN  | E5 Tumbler        |            |          |          |           |                                  |
| 775.00176   | DESIGN  | E5 Bottle         |            |          |          |           |                                  |
| 775.00177   | DESIGN  | E5 Sport Bottle   |            |          |          |           |                                  |

Abandoned 05/10/04  
Abandoned 05/15/04  
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2005-2006 LICENSE AGREEMENTS

| 2005-2006 PROPERTY                        | TERM             |
|-------------------------------------------|------------------|
| BARBIE                                    | 1/1/05-12/31/06  |
| BARBIE - FUNNations                       | 1/1/05-12/31/06  |
| BARBIE - Snack Jars                       | 1/1/05-12/31/06  |
| MY SCENE                                  | 1/1/05-12/31/06  |
| HOT WHEELS                                | 1/1/04-12/31/06  |
| HOT WHEELS - FUNNations                   | 1/1/06-12/31/06  |
| HOT WHEELS - Snack Jars                   | 1/1/05-12/31/06  |
| MATCHBOX                                  | 1/1/05-12/31/06  |
| POLLY POCKET                              | 1/1/05-12/31/06  |
| TOTAL FOR NATEL                           |                  |
| BATMAN                                    | 1/1/03-12/31/06  |
| HARRY POTTER                              | 8/1/03-12/31/06  |
| LOONEY TUNES - one year ext. received     | 1/1/04-12/31/06  |
| SCOOBY-DOO - year w/ 250 year.            | 1/1/06-12/31/07  |
| SUPERMAN                                  | 1/1/06-12/31/07  |
| TOTAL FOR WARNER BROS.                    |                  |
| ROBOTS - 10th Century Fox                 | 1/1/05-12/31/06  |
| DRAGONBALL GT / Z - FUNimation            | 9/1/03-12/31/06  |
| KOALA BROTHERS - Big Top Entertainment    | 1/1/05-12/31/07  |
| STAR WARS - Lucasfilm                     | 1/1/05-12/31/06  |
| TURTLES (TMNT) - AKids Entertainment      | 1/1/06/12/31/07  |
| SPIDER-MAN - Marvel                       | 1/1/06/12/31/07  |
| TOTAL ALL OTHERS                          |                  |
| EXPIRING LICENSES FOR 2005                |                  |
| KNIGHTS OF THE ZODIAC - DIC Entertainment | 1/1/04-12/31/05  |
| YUYU HAKUSHO - FUNimation                 | 9/1/03-12/31/05  |
| CLIFFORD - Scholastic Entertainment       | 1/1/04-12/31/05  |
| SESAME STREET - Sesame Workshop           | 1/1/04-12/31/05  |
| MEGAMAN - ShoPro / VIZ                    | 9/24/03-12/31/05 |
| THUNDERBIRDS - Universal Studios          | 1/1/04-12/31/05  |
| MUCHA LUCHA - Warner Bros.                | 1/1/04-12/31/05  |
| TURTLES (TMNT) - AKids Entertainment      | 9/1/03-12/31/05  |
| SPIDER-MAN - Marvel                       | 1/1/04-12/31/05  |

EXHIBIT D

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