

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jarden Zinc Products, Inc.		05/19/2006	CORPORATION:
RECEIVING PARTY DATA			
Name:	Canadian Imperial Bank of Commerce		
Street Address:	300 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Bank:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1022542	DICON	
CORRESPONDENCE DATA			
Fax Number:	(212)310-8007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	michael.rizzo@weil.com, phyllis.eremitaggio@weil.com		
Correspondent Name:	Weil, Gotshal & Manges c/o Micahel Rizzo		
Address Line 1:	767 5th Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	35899.0192		
NAME OF SUBMITTER:	Michael Rizzo		
Signature:	/Michael Rizzo/		
Date:	06/19/2006		

CH \$40.00 1022542

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 19, 2006, by each of the entities listed on the signature pages hereof (each a "*Grantor*" and, collectively, the "*Grantors*"), in favor of Canadian Imperial Bank of Commerce ("*CIBC*"), as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "*Administrative Agent*").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of January 24, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among JARDEN CORPORATION (the "*Borrower*"), the Lenders and L/C Issuers party thereto and the Administrative Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors other than the Borrower are party to the Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, all the Grantors are party to a Pledge and Security Agreement, dated as of January 24, 2005, in favor of the Administrative Agent (as the same may be amended, supplemented or otherwise modified from time to time, the "*Security Agreement*") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement, as the case may be.

Section 2. Grant of Security Interest in Trademark Collateral

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Intellectual Property Collateral*"):

TRADEMARKS

(a) all of its Trademarks and Trademark Licenses to which it is a party, referred to on *Schedule I* hereto; and

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all Proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Section 3. Security Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.


Very truly yours,

JARDEN ZINC PRODUCTS, INC.,
as Grantor

By: _____
Name: Desiree DeStefano
Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

CANADIAN IMPERIAL BANK OF COMMERCE,
as Administrative Agent

By:  _____
Name: Cedric M. Henley
Title: Managing Director

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

JARDEN ZINC PRODUCTS, INC.,
as Grantor

By: 
Name: Desiree DeStefano
Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:


CANADIAN IMPERIAL BANK OF COMMERCE,
as Administrative Agent

By: _____
Name:
Title:

ACKNOWLEDGMENT OF GRANTOR

State of New York)
) ss.
County of New York)

On this 18th day of May 2006, before me personally appeared DESIREE DESTEFANO, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Jarden Zinc Products, Inc. (the "Company"), who being by me duly sworn did depose and say that she is an authorized officer of the Company, that the said instrument was signed on behalf of the Company as authorized by its Board of Directors and that she acknowledged said instrument to be the free act and deed of the Company.



Notary Public

CATHLEEN COTTERS
Notary Public, State of New York
No. 01CO5089142
Qualified in Westchester County
Commission Expires December 8, 2009

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Mark	Serial Number	Filing Date	Registration Number	Registration Date
Dicon	73026319	7/9/1974	1,022,542	10/14/1975