

**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
Pure Fishing, Inc.		07/06/2007	CORPORATION:
Fishing Spirit, Inc.		07/06/2007	CORPORATION:

**RECEIVING PARTY DATA**

Name:	Lehman Commercial Paper, Inc.
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION:

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	2436312	BERKLEY
Registration Number:	1247191	FENWICK
Registration Number:	1489510	MITCHELL
Registration Number:	0789952	MITCHELL
Registration Number:	2068642	JOHNSON'S
Registration Number:	2903536	SPIDER

**CORRESPONDENCE DATA**

Fax Number: (212)310-8007  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: michael.rizzo@weil.com, phyllis.eremitaggio@weil.com  
 Correspondent Name: Weil, Gotshal & Manges c/o Michael Rizzo  
 Address Line 1: 767 5th Avenue  
 Address Line 4: New York, NEW YORK 10153

CH \$165.00 2436312

ATTORNEY DOCKET NUMBER:	73683.0908
NAME OF SUBMITTER:	Michael Rizzo
Signature:	/Michael Rizzo/
Date:	07/10/2007

**Total Attachments: 8**

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## TRADEMARK SECURITY AGREEMENT

**TRADEMARK SECURITY AGREEMENT**, dated as of July 6, 2007, by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Lehman Commercial Paper Inc. ("Lehman"), 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"):

(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***

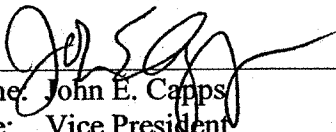
The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent 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,

PURE FISHING, INC.  
FISHING SPIRIT, INC.,  
*as Grantors*

By:   
Name: John E. Capps  
Title: Vice President

ACCEPTED AND AGREED  
as of the date first above written:

LEHMAN COMMERCIAL PAPER INC.,  
*as Administrative Agent*

By: \_\_\_\_\_  
Name:  
Title:

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

Very truly yours,

PURE FISHING, INC.  
FISHING SPIRIT, INC.,  
*as Grantors*

By: \_\_\_\_\_  
Name: John E. Capps  
Title: Vice President

ACCEPTED AND AGREED  
as of the date first above written:

LEHMAN COMMERCIAL PAPER INC.,  
*as Administrative Agent*

By:   
Name: \_\_\_\_\_  
Title: **Craig Malloy**  
**Authorized Signatory**


ACKNOWLEDGMENT OF GRANTOR

*Florida*  
State of ~~New York~~ )  
 ) ss.  
County of ~~New York~~ )  
*Palm Beach*

On this 6<sup>th</sup> day of July 2007, before me personally appeared John E. Capps, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Pure Fishing, Inc. and Fishing Spirit, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporations as authorized by their respective Boards of Directors and that he acknowledged said instrument to be the free act and deed of said corporations. *I, Richard Sharpe, personally know John E. Capps.*



\_\_\_\_\_  
Notary Public

NOTARY PUBLIC-STATE OF FLORIDA  
 **Richard Sharpe**  
Commission # DD579958  
Expires: **SEP 12, 2010**  
BONDED THRU ATLANTIC BONDING CO., INC.

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**PURE FISHING, INC.**

<b>COUNTRY</b>	<b>REFERENCE#</b>	<b>FILED</b>	<b>APPL#</b>	<b>REGDT</b>	<b>REG#</b>	<b>STATUS</b>	<b>CLASSES</b>
<b>BERKLEY</b>							
UNITED STATES	37222	4/9/1999	75/679,563	3/20/2001	2,436,312	REGISTERED	08,25,26 28,36,07 09,11
<b>FENWICK</b>							
UNITED STATES	36717	9/22/1982	73/387,393	8/2/1983	1,247,191	REGISTERED	28



**BERKLEY INC. (n/k/a PURE FISHING, INC.)**

<b>COUNTRY</b>	<b>REFERENCE#</b>	<b>FILED</b>	<b>APPL#</b>	<b>REGDT</b>	<b>REG#</b>	<b>STATUS</b>	<b>CLASSES</b>
<b>MITCHELL</b>							
UNITED STATES	40841	9/22/1987	73/685,735	5/24/1988	1,489,510	REGISTERED	28
UNITED STATES	40842	7/23/1964	72/198,411	5/25/1965	789,952	REGISTERED	28

**FISHING SPIRIT, INC.**

<b>COUNTRY</b>	<b>REFERENCE#</b>	<b>FILED</b>	<b>APPL#</b>	<b>REGDT</b>	<b>REG#</b>	<b>STATUS</b>	<b>CLASSES</b>
<b>JOHNSON'S</b>							
UNITED STATES	43813	10/30/1995	75/011,725	6/10/1997	2,068,642	REGISTERED	28
<b>SPIDER</b>							
UNITED STATES	46132	12/1/2003	78/334,549	11/16/2004	2,903,536	REGISTERED	28