TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ronson Corporation		05/31/2008	CORPORATION:

RECEIVING PARTY DATA

Name:	Wells Farge Bank, National Association
Street Address:	119 West 40th Street
Internal Address:	16th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	National Association:

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	2967570	AEROTORCH
Registration Number:	2782691	AMEROFLAME
Registration Number:	2836810	AMEROLITE
Registration Number:	0783868	COMET
Registration Number:	2415503	EURO LITE
Registration Number:	1701313	GLOSSTEK
Registration Number:	3074658	JETLITE
Registration Number:	1362811	KLEENOL
Registration Number:	0710111	MULTI-FILL
Registration Number:	1095401	REFIL-A-LITE
Registration Number:	0768070	RONSON
Registration Number:	0805495	RONSON
Registration Number:	0855558	RONSON

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Registration Number:	0261178	RONSON
Registration Number:	2963073	RONSON
Registration Number:	1074452	RONSON
Registration Number:	0500467	RONSON
Registration Number:	1375418	RONSON MULTI-LUBE
Registration Number:	2133217	RONSON WINDII
Registration Number:	0501135	RONSONOL
Serial Number:	78835847	STARDUST
Registration Number:	2765068	TECH TORCH
Registration Number:	2098317	WINDII
Serial Number:	77053068	MULTI-FLEX

CORRESPONDENCE DATA

Fax Number: (973)295-1283

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 973-443-3553

Email: whelanm@gtlaw.com

Correspondent Name: Mary Whelan- Greenberg Traurig

Address Line 1: 200 Park Avenue

Address Line 4: Florham Park, NEW JERSEY 07932

ATTORNEY DOCKET NUMBER:	050255-022300
NAME OF SUBMITTER:	Mary J. Whelan
Signature:	/Mary J. Whelan/
Date:	07/18/2008

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (the "Agreement"), dated as of May ___, 2008, is made by and between Ronson Corporation, a New Jersey Corporation ("Debtor"), having a business location at the address set forth below next to its signature, and Wells Fargo Bank, National Association ("Wells Fargo"), and having a business location at the address set forth below next to its signature.

Recitals

A. Debtor, together with certain of its Affiliates (collectively and individually, the "Company") and Wells Fargo are parties to a Credit and Security Agreement (as amended, supplemented or restated from time to time, the "Credit Agreement") dated the same date as this Agreement, setting forth the terms on which Wells Fargo may now or hereafter extend credit to or for the account of the Borrowers (as such term is defined in the Credit Agreement).

B. As a condition to extending credit to or for the account of Borrowers, Wells Fargo has required the execution and delivery of this Agreement by Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Debtor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A.

2. Security Interest. Debtor hereby irrevocably pledges and assigns to, and grants Wells Fargo a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Trademarks to secure payment of the Indebtedness (as such term is defined in the Guaranty). As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Debtor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

Notwithstanding the foregoing, the Security Interest of Wells Fargo upon the Company's Owned Intellectual Property shall only secure the Indebtedness consisting of and arising out of both the Real Estate Term Advance, up to a limit of $1,000,000, and the Equipment Term Advance and shall be subject to the terms and provisions of Section 7.3 of the Credit Agreement.

3. Representations, Warranties and Agreements. Debtor represents, warrants and agrees as follows:

(a) **Existence; Authority.** Debtor is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of Debtor.

(b) **Trademarks.** Exhibit A accurately lists all Trademarks owned or controlled by Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit A need not list common law marks (i.e., Trademarks for which there are no applications or registrations). If after the date hereof, Debtor owns or controls any Trademarks not listed on Exhibit A (other than common law marks), or if Exhibit A ceases to accurately reflect the existence of applications and registrations pertaining to the Trademarks, then Debtor shall promptly provide written notice to Wells Fargo with a replacement Exhibit A, which upon acceptance by Wells Fargo, which shall not be unreasonably withheld, shall become part of this Agreement.

(c) **Title.** Debtor has absolute title to each Trademark listed on Exhibit A, free and clear of all Liens except Permitted Liens. Debtor (i) will have, at the time Debtor acquires any rights in Trademarks hereafter arising, absolute title to each such Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Trademarks free and clear of all Liens except Permitted Liens.

(d) **No Sale.** Except as permitted in the Credit Agreement, Debtor will not assign, transfer, encumber or otherwise dispose of the Trademarks, or any interest therein, without Wells Fargo's prior written consent.

(e) **Defense.** Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(f) **Maintenance.** Debtor will at its own expense maintain the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to trademark registrations and applications therefor. Debtor covenants that it will not abandon nor fail to pay any

maintenance fee or annuity due and payable on any Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Wells Fargo: (i) sufficient written notice, of at least 30 days, to allow Wells Fargo to timely pay any such maintenance fees or annuities which may become due on any Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(g) **Wells Fargo's Right to Take Action**. If Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Wells Fargo gives Debtor written notice thereof (or, in the case of the agreements contained in subsection (f), immediately upon the occurrence of such failure, without notice or lapse of time), or if Debtor notifies Wells Fargo that it intends to abandon a Trademark, Wells Fargo may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Debtor (or, at Wells Fargo's option, in Wells Fargo's own name) and may (but need not) take any and all other actions which Wells Fargo may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(h) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Debtor shall pay Wells Fargo on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Wells Fargo in connection with or as a result of Wells Fargo's taking action under subsection (g) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Wells Fargo at the Default Rate.

(i) **Power of Attorney.** To facilitate Wells Fargo's taking action under subsection (g) and exercising its rights under Section 6, Debtor hereby irrevocably appoints (which appointment is coupled with an interest) Wells Fargo, or its delegate, as the attorney-in-fact of Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Debtor under this Section 3, or, necessary for Wells Fargo, after an Event of Default, to enforce or use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Trademarks to any third party. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the

payment and performance of all Indebtedness, subject to Section 7.3 of the Credit Agreement.

4. Debtor's Use of the Trademarks. Debtor shall be permitted to control and manage the Trademarks, including the right to exclude others from making, using or selling items covered by the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it and such breach is not cured within five (5) Business Days of the date that the Debtor knew, or should have known, of such breach; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, Wells Fargo may, at its option, take any or all of the following actions:

(a) Wells Fargo may exercise any or all remedies available under the Credit Agreement and Guaranty.

(b) Wells Fargo may sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks.

(c) Wells Fargo may enforce the Trademarks and any licenses thereunder, and if Wells Fargo shall commence any suit for such enforcement, Debtor shall, at the request of Wells Fargo, do any and all lawful acts and execute any and all proper documents required by Wells Fargo in aid of such enforcement.

Notwithstanding anything to the contrary in this paragraph 6, Wells Fargo's remedies with respect to Owned Intellectual Property shall be subject to Section 7.3 of the Credit Agreement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Wells Fargo. A waiver signed by Wells Fargo shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Wells Fargo's rights or remedies. All rights and remedies of Wells Fargo shall be cumulative and may be exercised singularly or concurrently, at Wells Fargo's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Wells Fargo shall not be obligated to preserve any

TRADEMARK
REEL: 003824 FRAME: 0580

rights Debtor may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Debtor and Wells Fargo and their respective participants, successors and assigns and shall take effect when signed by Debtor and delivered to Wells Fargo, and Debtor waives notice of Wells Fargo's acceptance hereof. Wells Fargo may execute this Agreement if appropriate for the purpose of filing, but the failure of Wells Fargo to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of New York without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Indebtedness.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

Ronson Corporation
Corporate Park III
Campus Drive
Somerset, New Jersey 08873
Telecopier: 732-469-6079
Attention: Louis V. Aronson II, Chief Executive Officer
e-mail: dcap@ronsoncorp.com

RONSON CORPORATION

By: _____
Name:
Title:

Wells Fargo Bank, National Association Wells Fargo Business Credit
119 West 40th Street, 16th Floor
New York, New York 10018-2500
Telecopier: 646-728-3279
Attention: Relationship Manager for Ronson Corporation
e-mail: Peter.L.Gannon@wellsfargo.com
Christopher.hill@wellsfargo.com

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: Peter L. Gannon
Peter L. Gannon,
Vice President

rights Debtor may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Debtor and Wells Fargo and their respective participants, successors and assigns and shall take effect when signed by Debtor and delivered to Wells Fargo, and Debtor waives notice of Wells Fargo's acceptance hereof. Wells Fargo may execute this Agreement if appropriate for the purpose of filing, but the failure of Wells Fargo to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of New York without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Indebtedness.

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Ronson Corporation
Corporate Park III
Campus Drive
Somerset, New Jersey 08873
Telecopier: 732-469-6079
Attention: Louis V. Aronson II, Chief Executive Officer
e-mail: dcap@ronsoncorp.com

RONSON CORPORATION

By: _____
Name: Louis V. Aronson II
Title: President & CEO

EXHIBIT A

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

Mark	Registration Number	Registration Date

APPLICATIONS

COLLECTIVE MEMBERSHIP MARKS

UNREGISTERED MARKS

EXHIBIT A TO TRADEMARK SECURITY AGREEMENT

U.S. Registered Trademarks and Pending Applications

Mark	Country	Application/Registration No.	Application/Registration Date
AEROTORCH (DESIGN)	United States	76/394,872 2,967,570	4/12/02 7/12/05
AMEROFLAME	United States	76/337,793 2,782,691	11/14/01 11/11/03
AMEROLITE	United States	76/137,527 2,836,810	9/27/00 4/27/04
COMET	United States	72/197,234 783,868	7/06/64 1/26/65
EUROLITE	United States	75/800,691 2,415,503	9/15/99 12/26/00
GLOSSTEK (STYLIZED)	United States	74/136,261 1,701,313	2/04/91 7/21/92
JETLITE	United States	78/463,181 3,074,658	8/06/04 3/28/06
KLEENOL	United States	73/481,991 1,362,811	5/24/84 10/01/85
MULTI-FILL	United States	72/077,956 710,111	7/17/59 1/24/61
REFIL-A-LITE	United States	73/109,509 1,095,401	12/13/76 7/04/78
RONSON	United States	72/159,427 768,070	12/19/62 4/14/64
RONSON	United States	72/210,231 0805495	1/19/64 3/15/66
RONSON	United States	72/279,098 855,558	8/25/67 8/27/68
RONSON	United States	71/278,829	2/04/29

		261,178	9/10/29
RONSON	United States	78/224,574 2,963,073	3/12/03 6/21/05
RONSON	United States	TMK06-00156	1/30/06
RONSON	United States	0805495	3/15/66
RONSON (STYLIZED)	United States	73/075,455 1,074,452	1/27/76 10/04/77
RONSON (STYLIZED)	United States	71/512,929 500,467	7/09/47 6/01/48
RONSON MULTI-LUBE	United States	73/411,188 1,375,418	1/27/83 12/17/85
RONSON WINDII	United States	75/089,213 2,133,217	4/16/96 1/27/98
RONSONOL (STYLIZED)	United States	71/506,961 501,135	7/09/47 7/27/48
STARDUST	United States	78/835,847	3/13/06
TECH TORCH	United States	76/290,176 2,765,068	7/25/01 9/16/03
WINDII	United States	75/089,220 2,098,317	4/16/96 9/16/97
RONSON	United States	TMK06-00155	1/30/06
RONSON (STYLIZED)	United States	TMK06-00154	1/30/06
MULTI-FLEX	United States	77/053,068	4/1/08

Trademarks and Trademark Applications – Countries other than USA and Canada

Mark	Country	Application/Registration No.	Application/Registration Date
MULTI-LUBE	Argentina	2,041,190 1,704,522	7/18/96 11/13/98

AMEROFLAME	Australia	917471 917471	6/24/02 2/03/03
RONSON GLOSSTEK	Australia	593947 A593947	1/11/93 1/11/93
RONSON	Bermuda I	40033 0040033	3/19/03 1/15/04
RONSON	Bermuda II	40034 0040034	3/19/03 1/15/04
RONSON	Bermuda III	40035 0040035	3/19/03 1/15/04
RONSON	Bermuda IV	40036 0040036	3/19/03 1/15/04
RONSON	Brazil	007201133	3/25/2000
RONSON	Brazil I	825399700	3/31/2003
RONSON	Brazil II	825399696	3/31/2003
RONSON	Brazil III	825399688	3/31/2003
AMEROFLAME	China	3224767 3224767	6/27/02 10/14/03
RONSON	China	N/A 830330	7/23/93 4/14/96
RONSON	China	N/A 721937	7/23/93 12/28/94
RONSON	China I	3516410	4/7/2003
RONSON	China II	4680892	5/26/2005
RONSON	China IV	93016891 700569	3/15/93 8/07/94
AMEROFLAME	CTM	2760429 002760429	6/24/02 12/16/03
RONSON MULTI-LUBE	Germany	R41949/4WZ 1077135	5/02/84 5/17/85
MULTI-LUBE	Gr. Britain	1511799 B1571799	5/03/94 5/03/94
RONSON GLOSSTEK	Hong Kong	9301138 6721/1998	2/08/93 7/07/98
MULTI-LUBE	Iran	106753 70829	2/14/93 7/15/93
AMEROFLAME	Japan	52320/2002 4654001	6/24/02 3/14/03

RONSON	Korea II	93/3732 281390	2/10/93 12/13/93
AEROTORCH (DESIGN)	Mexico	555213 819739	7/5/2002 1/28/04
AMEROFLAME	Mexico	553270 757281	6/24/02 7/30/02
COMET	Mexico	610862 803315	7/18/03 8/11/03
EUROLITE	Mexico	405871 642762	1/10/00 2/23/00
KLEENOL	Mexico	241435 310224	11/14/84 11/14/84
RONII REILLABLE	Mexico	188887 458886	1/25/94 4/29/94
RONSON	Mexico	241344 312074	11/13/84 9/10/85
RONSON	Mexico	241345 311314	11/13/84 11/13/84
TECH TORCH	Mexico	514464 779412	10/30/01 2/24/03
RONSON	Mexico I	594519 808269	3/28/03 9/30/03
RONSON	Mexico II	594520 808270	3/28/03 9/30/03
MULTI-FILL	New Zealand	75708 75708	4/28/64 4/28/64
MULTI-LUBE	Russian Fed.	93011478 122722	3/18/93 12/28/94
RONSON	Singapore	413498 T98/04134A	4/30/98 4/30/98
RONSON	Taiwan II	92016906 1095121	4/09/03 4/16/04
RONSON	United Arab Emirates	53321	5/21/2003
RONSON	Venezuela I	3597-2003	4/2/2003
RONSON	Venezuela II	3598-2003	4/2/2003

Canadian Registered Trademarks and Pending Applications

Mark	Country	Application/Registration No.	Application/Registration Date
AEROTORCH (DESIGN)	Canada	1144603 TMA635,509	6/21/03 3/17/05

AMEROFLAME	Canada	1144602 TMA612620	6/21/02 6/10/04
CAN-DO	Canada	268800 TMA130209	4/13/62 3/15/63
COMET	Canada	1184115	7/10/03
EUROLITE	Canada	1029952 TMA544169	9/23/99 4/26/01
MULTI-FILL	Canada	270609 TMA130284	7/25/62 3/22/63
MULTI-LUBE	Canada	502,018 TMA305,813	4/19/83 8/09/85
RONII	Canada	749290 TMA442852	3/10/94 5/12/95
RONII REFILLABLE	Canada	741,313 TMA438,487	11/12/93 1/27/95
RONSON	Canada	298206 TMA156997	7/06/66 5/31/68
RONSON	Canada	147513 TMDA56205	1/17/33 1/21/33
RONSON	Canada	1172476 TMA620,222	3/26/03 9/21/04
RONSON GLOSSTEK	Canada	721526 TMA459204	1/29/93 6/14/96
RONSON RONII REFILLABLE	Canada	741,109 TMA438,007	11/12/93 1/06/95
RONSON (STYLIZED)	Canada	549968 TMA331924	9/27/85 9/11/87
RONSON WINDII	Canada	866563 TMA502,377	1/16/98 10/16/98
RONSONOL	Canada	205305 UCA35253	12/10/49 12/10/49
TECH TORCH	Canada	1117611 TMA586,778	10/03/01 8/7/03
WINDII	Canada	866562	1/16/98

		TMA510397	4/06/99