

**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
Ronson Corporation		03/30/2009	CORPORATION: NEW JERSEY

**RECEIVING PARTY DATA**

Name:	Getzler Henrich & Associates LLC
Street Address:	295 Madison Avenue, 20th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 27**

Property Type	Number	Word Mark
Registration Number:	2967570	AEROTORCH
Registration Number:	2782691	AMEROFLAME
Registration Number:	2836810	AMEROLITE
Registration Number:	783868	COMET
Registration Number:	2415503	EURO LITE
Registration Number:	1701313	GLOSSTEK
Registration Number:	3074658	JETLITE
Registration Number:	1362811	KLEENOL
Registration Number:	710111	MULTI-FILL
Registration Number:	1095401	REFIL-A-LITE
Registration Number:	768070	RONSON
Registration Number:	855558	RONSON
Registration Number:	261178	RONSON

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Registration Number:	2963073	RONSON
Registration Number:	1074452	RONSON
Registration Number:	500467	RONSON
Registration Number:	1375418	RONSON MULTI-LUBE
Registration Number:	2133217	RONSON WINDII
Registration Number:	501135	RONSONOL
Registration Number:	2765068	TECH TORCH
Registration Number:	3413442	TORCHEF
Registration Number:	2098317	WINDII
Registration Number:	3406121	MULTI-FLEX
Serial Number:	77042535	FLAME CHEF
Serial Number:	77155052	LUSTER LITE
Serial Number:	78835847	STARDUST
Serial Number:	77141378	WINDLITE

**CORRESPONDENCE DATA**

Fax Number: (212)554-7700  
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Phone: 212-554-7800  
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Address Line 2: Howard R. Herman, Esq.  
Address Line 4: New York, NEW YORK 10174

ATTORNEY DOCKET NUMBER:	08898-100
NAME OF SUBMITTER:	Mariah Warnock-Graham
Signature:	/ mariahwarnock-graham /
Date:	04/08/2009

**Total Attachments: 10**  
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**TRADEMARK**

**THIS TRADEMARK SECURITY AGREEMENT IS SUBJECT TO THE TERMS OF A SUBORDINATION AGREEMENT BY GETZLER HENRICH & ASSOCIATES LLC IN FAVOR OF WELLS FARGO BANK, NATIONAL ASSOCIATION (“WF”), ACTING THROUGH ITS WELLS FARGO BUSINESS CREDIT OPERATING DIVISION, DATED AS OF MARCH 30, 2009 (THE “SUBORDINATION AGREEMENT”).**

**TRADEMARK SECURITY AGREEMENT**

This Trademark Security Agreement (the “Agreement”), dated as of March 30, 2009, 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 Getzler Henrich & Associates LLC, a Delaware limited liability company (“GH”), and having a business location at the address set forth below next to its signature.

Recitals

Debtor, together with certain of its affiliates (collectively and individually, the “Company”) have granted GH a security interest in certain assets, including without limitation all Trademarks (as hereinafter defined), pursuant to a Security Agreement of even date herewith (the “GH Security Agreement”).

Accordingly, in consideration of the foregoing and for other good and lawful consideration the receipt and sufficiency of which are hereby acknowledged, the Debtor and GH hereby agree as follows:

1 Definitions. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the GH Security Agreement. In addition, the following terms have the meanings set forth below:

“Trademarks” means all of the 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 attached hereto.

2 Security Interest. Debtor hereby irrevocably pledges and assigns to, and grants to GH a security interest (the “Security Interest”) with power of sale to the extent permitted by law, in the Trademarks to secure payment of all Obligations. The Security Interest granted hereunder 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 or any other provision herein, neither Debtor nor GH shall be

obligated or, until the occurrence of an Event of Default, empowered hereunder to obtain the consent of any third party in connection with the grant of the Security Interest hereunder.

3 Representations, Warranties and Agreements. Debtor represents, warrants and agrees that Exhibit A accurately lists all Trademarks owned or controlled by the 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, the 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 GH with a replacement Exhibit A, which upon acceptance by GH, which shall not be unreasonably withheld, shall become part of this Agreement. Debtor has absolute title to each Trademark listed on Exhibit A, free and clear of all liens except the Prior Lien and any other Permitted Liens. 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 GH: (i) sufficient written notice, of at least 30 days, to allow GH 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. To facilitate GH's taking action under this Section 3 and exercising its rights under Section 5, Debtor hereby irrevocably appoints (which appointment is coupled with an interest) GH, 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 GH, 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 payment and performance of all Obligations.

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 Remedies. Upon the occurrence of an Event of Default and at any time thereafter, GH may, subject to the terms of the Subordination Agreement, at its option, take any or all of the following actions:

(a) GH may exercise any and all remedies available under the GH Documents or under applicable law.

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

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

6 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 GH; it being agreed that, upon consummation of a Transaction, GH shall release its Security Interest in the Trademarks that are the subject of the Transaction in accordance with such agreements as shall have been or shall be made by GH, Company and WF. A waiver signed by GH 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 GH's rights or remedies. All rights and remedies of GH shall be cumulative and may be exercised singularly or concurrently, at GH'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 and other communications hereunder shall be in writing and shall be (i) personally delivered, (ii) transmitted by registered mail, postage prepaid, or (iii) transmitted by telecopy, in each case addressed to the party to whom notice is being given at its address set forth below next to its signature. GH shall not be obligated to preserve any 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 GH and their respective participants, successors and assigns and shall take effect when signed by Debtor and delivered to GH, and Debtor waives notice of GH's acceptance hereof. GH may execute this Agreement if appropriate for the purpose of filing, but the failure of GH 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 Obligations.

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

[Signature pages follow]



Getzler Henrich & Associates LLC  
295 Madison Avenue, 20th Floor  
New York, New York 10017  
Telecopier: (212) 697-4812  
Attn: Joel Getzler, Vice Chairman  
e-mail: jgetzler@getzlerhenrich.com

**GETZLER HENRICH & ASSOCIATES  
LLC**

By: 

Name: Joel Getzler  
Title: Vice Chairman

EXHIBIT A

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

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
FLAME CHEF	United States	77/042535	11/13/06
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
LUSTER LITE	United States	77/155,052	4/12/07
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	72/279,098 855,558	8/25/67 8/27/68
RONSON	United States	71/278,829 261,178	2/04/29 9/10/29
RONSON	United States	78/224,574 2,963,073	3/12/03 6/21/05
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
TORCHEF	United States	78/949,091 3,413,442	8/10/06 4/15/08
WINDII	United States	75/089,220 2,098,317	4/16/96 9/16/97
WIND LITE	United States	77/141,378	3/27/07
MULTI-FLEX	United States	77/053,068 3,406,121	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	7/18/96
		1,704,522	11/13/98
AMEROFLAME	Australia	917471	6/24/02
		917471	2/03/03
RONSON GLOSSTEK	Australia	593947	1/11/93
		A593947	1/11/93
RONSON	Bermuda I	40033	3/19/03
		0040033	1/15/04
RONSON	Bermuda II	40034	3/19/03
		0040034	1/15/04
RONSON	Bermuda III	40035	3/19/03
		0040035	1/15/04
RONSON	Bermuda IV	40036	3/19/03
		0040036	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	6/27/02
		3224767	10/14/03
RONSON	China	N/A	7/23/93
		830330	4/14/96
RONSON	China	N/A	7/23/93
		721937	12/28/94
RONSON	China I	3516410	4/7/2003
RONSON	China II	4680892	5/26/2005
RONSON	China IV	93016891	3/15/93
		700569	8/07/94
AMEROFLAME	CTM	2760429	6/24/02
		002760429	12/16/03
RONSON MULTI-LUBE	Germany	R41949/4WZ	5/02/84
		1077135	5/17/85
MULTI-LUBE	Gr. Britain	1511799	5/03/94
		B1571799	5/03/94
RONSON GLOSSTEK	Hong Kong	9301138	2/08/93
		6721/1998	7/07/98
MULTI-LUBE	Iran	106753	2/14/93
		70829	7/15/93
AMEROFLAME	Japan	52320/2002	6/24/02
		4654001	3/14/03
RONSON	Korea II	93/3732	2/10/93
		281390	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 TMA510397	1/16/98 4/06/99