

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	Release and Termination of Security Interests (Releases RF 4301/0286 and predecessors)												
CONVEYING PARTY DATA													
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:35%;">Name</th> <th style="width:20%;">Formerly</th> <th style="width:15%;">Execution Date</th> <th style="width:30%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>Barclays Bank PLC (successor to Deutsche Bank AG, successor to Lehman Commercial Paper Inc., successor to Canadian Imperial Bank of Commerce)</td> <td></td> <td align="center">05/31/2011</td> <td>Public Limited Company: UNITED KINGDOM</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	Barclays Bank PLC (successor to Deutsche Bank AG, successor to Lehman Commercial Paper Inc., successor to Canadian Imperial Bank of Commerce)		05/31/2011	Public Limited Company: UNITED KINGDOM				
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CORRESPONDENCE DATA													
<p>Fax Number: (714)755-8290 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 714-540-1235 Email: ipdocket@lw.com Correspondent Name: Latham & Watkins LLP Address Line 1: 650 Town Center Drive, Suite 2000 Address Line 4: Costa Mesa, CALIFORNIA 92626</p>													
ATTORNEY DOCKET NUMBER:	039269-0174												
NAME OF SUBMITTER:	Anna T Kwan												

OP \$40.00 2226627

Signature:	/atk/
Date:	06/15/2011
Total Attachments: 4 source=atk - TM Release for Sunbeam Products Inc - Barclays_CIBC_1165356_1_OC_#page1.tif source=atk - TM Release for Sunbeam Products Inc - Barclays_CIBC_1165356_1_OC_#page2.tif source=atk - TM Release for Sunbeam Products Inc - Barclays_CIBC_1165356_1_OC_#page3.tif source=atk - TM Release for Sunbeam Products Inc - Barclays_CIBC_1165356_1_OC_#page4.tif	

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE (this "Trademark Release") is made as of May 31, 2011 from BARCLAYS BANK PLC ("Barclays"), as agent for the Secured Parties (as defined in the Credit Agreement referred to below) to Sunbeam Products, Inc. (together with its permitted successors and assigns, the "Grantor"). Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement (each as defined below) and used herein have the meaning given to them in the Credit Agreement or the Security Agreement, as the case may be.

WHEREAS, pursuant to the Credit Agreement, dated as of January 24, 2005 (as the same may be or may have been amended, restated or amended and 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 Canadian Imperial Bank of Commerce ("CIBC"), serving as the "Administrative Agent," the Lenders and the L/C Issuers severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is party to a Pledge and Security Agreement, dated as of January 24, 2005, in favor of the Administrative Agent (as the same may be or may have been amended, restated or amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, in connection with the Security Agreement, the Grantor executed that certain Trademark Security Agreement, dated January 24, 2005 (as the same may be or may have been amended, restated or amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") pursuant to which the Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 3021 and Frame 0770 on February 3, 2005;

WHEREAS, pursuant to certain amendments to the Credit Agreement and the Security Agreement, (i) CIBC was replaced by Lehman Commercial Paper Inc. ("Lehman") as Administrative Agent under the Credit Agreement and the Security Agreement, (ii) Lehman was subsequently replaced by Deutsche Bank AG New York Branch ("DB") as Administrative Agent under the Credit Agreement and the Security Agreement, and (iii) DB was subsequently replaced by Barclays as Administrative Agent under the Credit Agreement and the Security Agreement, and consequently Barclays acquired all of the Administrative Agent's right, title and interest in the Trademark Collateral; and

WHEREAS, Barclays, as Administrative Agent, now desires to terminate and release the entirety of its security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Trademark Release, Barclays, as Administrative Agent, and the Grantor hereby agree as follows:

SECTION 1. Trademark Collateral. The term "Trademark Collateral," as used herein, shall mean:

(a) all of the Grantor's Trademarks and Trademark Licenses to which the Grantor is a party, referred to on Schedule I hereto;

(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 the Grantor against third parties for past, present, 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 2. Release of Security Interest. Barclays, as Administrative Agent, hereby terminates, releases and discharges its security interest in the Trademark Collateral.

SECTION 3. Execution in Counterparts. This Trademark Release may be executed and delivered (including by facsimile transmission) in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Recordation. Barclays, as Administrative Agent, authorizes the recordation of this Trademark Release with the United States Patent and Trademark Office and any other applicable registry.

SECTION 5. Applicable Law. This Trademark Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the undersigned has executed this Trademark Release
by its duly authorized officer as of the date first above written.

BARCLAYS BANK PLC,
as Administrative Agent

By: 
Name: Craig J. Malloy
Title: Director

SCHEDULE I

TRADEMARK COLLATERAL

Security Interest
Reel/Frame: 3021/0770
Recorded: 2/3/2005

Mark	Serial No.	Registration No.
SUNBEAM	75242873	2226627