

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest (Releases RF 3078/0879)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		07/18/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Holmes Group, Inc.		
Street Address:	ONE HOLMES WAY		
City:	MILFORD		
State/Country:	MASSACHUSETTS		
Postal Code:	01757		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	0928614	CROCK-POT	
Registration Number:	2944779	CROCK-POT	
Registration Number:	2973262	CROCK-POT CLASSICS	
Registration Number:	0627683	SUNBEAM	
Registration Number:	0390181	SUNBEAM	
Registration Number:	0539425	SUNBEAM	
CORRESPONDENCE DATA			
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		

OP \$165.00 0928614

ATTORNEY DOCKET NUMBER:	039269-0174
NAME OF SUBMITTER:	Anna T Kwan
Signature:	/atk/
Date:	06/15/2011

Total Attachments: 15

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RELEASE OF TRADEMARK SECURITY INTEREST

THIS RELEASE OF TRADEMARK SECURITY INTEREST ("Release") is given on this 18th day of July 2005 by General Electric Capital Corporation, as Collateral Agent ("GECC"), a Delaware corporation, to The Holmes Group, Inc. ("Holmes"), a Massachusetts corporation, as follows:

WHEREAS, on May 6, 2004, GECC and Holmes entered into a Trademark Security Agreement;

WHEREAS, on May 18, 2005, GECC and Holmes entered into a second Trademark Security Agreement;

WHEREAS, pursuant to said Trademark Security Agreements, Holmes assigned, granted, conveyed, pledged, hypothecated and transferred to GECC, among other collateral, a continuing security interest in all of the Holmes' right, title and interest, including goodwill, in, to and under the United States trademarks listed on the attached Schedule A (the "Marks");

WHEREAS, said Trademark Security Agreements were recorded in the United States Patent & Trademark Office; and

WHEREAS, GECC wishes to release its security interest in the Marks and retransfer and reassign to Holmes without recourse all of GECC's right, title and interest in and to the Marks.

NOW THEREFORE, as Holmes has satisfied its obligations under said Trademark Security Agreements, GECC hereby releases any security interest it may have in the Marks, and reassigns any and all right, title and interest it may have in and to the Marks without recourse to Holmes.

IN WITNESS WHEREOF, GECC has caused this Release to be executed by its duly authorized officer.

GENERAL ELECTRIC CAPITAL
CORPORATION, as Collateral Agent

By: 

Name: Mark Hindson

Title: Duly Authorized Signatory

Schedule A
Security Interest Recorded at Reel/Frame 2928/0177

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration No.</u>	<u>File Date.</u>	<u>Serial No.</u>
RIVAL	07/09/1935	0325973		
VAC-O-MATIC	05/05/1964	0769133		
HYDRO JET	02/16/1965	0785297		
MAGIC HOSTESS	08/31/1965	0795095		
RIVAL	08/31/1965	0795096		
RIVAL	07/06/1965	0792176		
TITAN	05/28/1968	0849817		
CLICK 'N CLEAN	05/06/1969	0868938		
CROCK-POT	02/08/1972	0928614		
PATTON	11/06/1973	0972256		
COOKS ALL DAY-WHILE THE COOK'S AWAY	01/21/1975	1002186		
PATTON	09/14/1976	1048062		
E-Z CUTTER	04/05/1977	1062651		
CROCK-ETTE	10/18/1977	1075450		
CROCK-POT	02/14/1978	1085448		
RIVAL	06/13/1978	1093188		
BIONAIRE	10/11/1983	1253660		
SMOKE GRABBER	01/01/1985	1312203		
SMOKE GRABBER	01/01/1985	1312204		
HEATER PLUS FAN	10/23/1984	1302197		
FLO-AIRE	12/06/1983	1259916		
PATTON	08/02/1983	1246979		
AUTO-FRY	11/29/1983	1259352		

Release of Trademark Security Interest
The Holmes Group/
General Electric Capital Corporation

WHITE MOUNTAIN ICE CREAM FREEZER	04/02/1985	1328361		
WHITE MOUNTAIN	04/30/1985	1332863		
SENSYSTEM	05/07/1985	1334092		
POWER FAN	09/08/1987	1456393		
HOLMES AIR	04/28/1987	1437915		
TRANS-MISTER	09/08/1987	1456403		
CLEANSE CLEAN	02/28/1989	1526376		
INSTAHEATER	07/05/1988	1495013		
HOLMES AIR	01/17/1989	1520759		
SHORT ORDER CHEF	08/23/1988	1501236		
"THE POWERHOUSE"	09/27/1988	1505739		
SAFE & SOUND	12/06/1988	1515290		
POTPOURRI CROCK	11/14/1989	1566614		
BAR-B-GRILL	03/06/1990	1585506		
POWER HEATER	03/05/1991	1637276		
BIONAIRE	10/12/1993	1797566		
ULTRA BLEND	01/07/1992	1671452		
CHEF'S FRY	03/31/1992	1681102		
"HEATBLASTER"	02/28/1995	1881380		
INSTAFURNACE	12/01/1992	1736388		
STOCKER	07/27/1993	1784824		
HOT POT EXPRESS	07/13/1993	1781281		
HOLMES	01/03/1995	1871880		
CHEF'S FRY	01/10/1995	1873234		
EASY TOUCH	02/08/1994	1820447		

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CERAMIC POWER	10/25/1994	1860346		
COOL SOLUTION	11/22/1994	1864242		
HOLMES	06/13/1995	1898796		
HILITE-A-PLANT	02/13/1996	1956904		
STREAMLINE	07/18/1995	1906442		
RAPID MIST	06/13/1995	1899766		
RIVAL SELECT	05/28/1996	1977074		
HOLMES	02/06/1996	1955313		
VISIBLE MIST	11/07/1995	1934414		
SEAL-A-MEAL	05/30/1995	1896184		
FIESTA CROCK-ETTE	02/24/1998	2139324		
MASTERTOUCHE	10/24/1995	1929776		
EMERGENCY SCOUT	09/02/1997	2093421		
VACU-ROLL	12/12/1995	1941046		
FAMILY CARE	08/20/1996	1995285		
GRIP-TITE	04/28/1998	2154193		
THIS LITTLE PIGGY	03/31/1998	2148300		
COLOR CHECK	09/16/1997	2097701		
NO ESCAPE VACUUM SEAL	07/07/1998	2171883		
MASTER GLOW	03/10/1998	2142484		
WORKMAN	03/03/1998	2140730		
SAFETIP	11/02/1999	2289770		
HEATSAFE	07/27/1999	2265460		
IRONIZER	01/19/1999	2219687		
THE TOE TOUCH	12/21/1999	2302525		
AIRWAVE	10/17/2000	2396155		

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The Holmes Group/
General Electric Capital Corporation

TROPICOOOL	07/06/1999	2259887		
BLIZZARD	11/30/1999	2296632		
FAMILY CARE	09/19/2000	2388178		
FAMILY CARE	02/13/2001	2428667		
CLUB MADURO	09/05/2000	2383738		
POTPOUR-EEZE	12/19/2000	2414375		
SAFETECH	11/21/2000	2406759		
SENSORTOAST	04/16/2002	2562111		
FILTERCHECK	07/10/2001	2468555		
FILTER EXPRESS	05/29/2001	2455847		
KITCHEN FRESH	07/31/2001	2474075		
HEATLOGIC	05/02/2000	2346957		
TRAVELER	06/25/2002	2585847		
ICE CREAM PARLOR	02/19/2002	2541260		
ICE COOL	01/08/2002	2528253		
THE RIGHT ANGLE	07/09/2002	2592270		
TOAST-EXCEL	06/26/2001	2464593		
QUIETECH	07/30/2002	2601906		
ACCU-ROAST	12/04/2001	2515799		
BAGEL-RIGHT	10/29/2002	2643594		
LIFE IS FAST. COOK SLOW.	02/04/2003	2684222		
HARMONY	04/23/2002	2563203		
O2	06/04/2002	2575445		
PLATINUM	10/21/2003	2776135		
ASPEN BREEZE	11/05/2002	2646697		
1TOUCH	08/05/2003	2747868		

Release of Trademark Security Interest
The Holmes Group/
General Electric Capital Corporation

BREEZEBALL	12/31/2002	2669962		
ARCTIC ICE	06/03/2003	2722081		
BIONAIRE	07/29/2003	2743458		
WHITE MOUNTAIN	10/28/2003	2778277		
RIVAL	08/12/2003	2751031		
COLDFUSION	11/05/2002	2647153		
SMARTTOUCH	02/18/2003	2689334		
1TOUCH	05/20/2003	2717991		
MASTERSENSOR	03/16/2004	2823837		
GALILEO	09/09/2003	2762596		
SLIDER SAFE	04/01/2003	2702429		
COLORCHECK	08/05/2003	2746787		
SEAL-A-MEAL	12/03/2002	2656641		
SEAL A MEAL	10/14/2003	2774111		
SMART-POT			05/29/2002	78131850
SWIRL PRO			06/17/2002	78136333
CROCK-POT	04/26/2005	2944779		
HUMIDIFIER REPLACEMENT FILTER BY HOLMES	01/06/2004	2803681		
2 COOL	01/13/2004	2805832		
DAZEY			08/07/2002	78152023
SOUND WAVES	07/13/2004	2863666		
DINNER IS READY WHEN YOU ARE	04/19/2005	2942937		
HEAT BUDDY	08/24/2004	2877986		
FOOT BUDDY	08/24/2004	2877987		

Release of Trademark Security Interest
The Holmes Group/
General Electric Capital Corporation

CROCK-POT CLASSICS			04/30/2003	78243963
INTELLIPRESS	02/01/2005	2924272		
TALON			05/27/2003	78254543
RIVAL			05/27/2003	78254654
VERSAWARE			06/16/2003	78262847
CROCK-TOBER			07/11/2003	78273237
SPECTRA-LITE			09/08/2003	78297479
AEROMAX			10/20/2003	78315843
POLAR BLAST			10/27/2003	78318752
FLAVOR BUDS			11/19/2003	78330292
HOME BASE			11/26/2003	78333709
FITRITE			11/26/2003	78333711
FILTER EXPRESS			12/16/2003	78341438
CARBONX			01/13/2004	78351418
OFFICESPACE			03/22/2004	78388251
BIONAIRE			04/13/2004	78401028

Security Interest in Licensed Trademarks recorded at
Reel 2928 Frame 209

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration No.</u>	<u>File Date.</u>	<u>Serial No.</u>
MENTHO-LYPTUS	08/26/1930	0274476		
SUNBEAM	09/09/1941	0390181		
SUNBEAM	03/13/1951	0539425		
SUNBEAM	05/29/1956	0627683		
CROCK-POT	02/08/1972	0928614		
HALLS	10/28/1975	1023600		
GE	08/10/1976	1045777		

Release of Trademark Security Interest
The Holmes Group/
General Electric Capital Corporation

MICROBAN	11/04/1980	1141006		
SUNBEAM	06/30/1981	1159053		
GE	06/08/1982	1197111		
VAPOR ACTION	07/26/1994	1846446		
VAPOR ACTION	08/15/1995	1912183		
MICROBAN	03/02/1999	2227218		
MICROBAN	01/26/1999	2220264		
MICROBAN ANTIMICROBIAL PROTECTION	07/11/2000	2365607		
MICROBAN ANTIBACTERIAL PROTECTION	08/29/2000	2380284		
MICROBAN PROTECTION	07/11/2000	2365610		
CHROMACORE	12/05/2000	2411139		
VAPOR ACTION	07/04/2000	2363811		
MICROBAN	08/27/2002	2611477		
SAUCE	11/26/2002	2655043		
MENTHO-LYPTUS	08/17/2004	2875557		
CROCK-POT	04/26/2005	2944779		
CROCK-POT CLASSICS			04/30/2003	78243963

Security Interest in Trademarks recorded at
Reel 3100 Frame 315

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration No.</u>	<u>File Date.</u>	<u>Serial No.</u>
ULTRA FAN	04/05/1988	1483268		
CROCK-POT	04/26/2005	2944779		
SOUND WAVES	2863666	07/13/2004		
DINNER IS READY WHEN YOU ARE	2942937	04/19/2005		
PERMATECH			07/12/2004	78449169
RIVAL			07/15/2004	78451114
REVION			08/09/2004	78464070
WING-IT			08/25/2004	78473305
TIMBERLITE			03/29/2005	78596768

PAYOFF AND LIEN RELEASE AGREEMENT

This Payoff and Lien Release Agreement is made and entered into as of July 18, 2005, by and among the parties that are signatories hereto. Reference is made to the Amended and Restated First Lien Credit Agreement dated as of May 18, 2005 (the "**Credit Agreement**"), among THE HOLMES GROUP, INC., a Massachusetts corporation (the "**Borrower**"), the lenders from time to time party thereto (the "**Lenders**"), GENERAL ELECTRIC CAPITAL CORPORATION, as administrative agent (in such capacity, the "**Administrative Agent**") and as collateral agent (in such capacity, the "**Collateral Agent**"), and CREDIT SUISSE (formerly known as Credit Suisse First Boston), as syndication agent (in such capacity, the "**Syndication Agent**"). Capitalized terms used but not defined herein have the meanings given in the Credit Agreement.

SECTION 1. **Prepayment.** The Borrower has advised the Administrative Agent of its intention (a) to repay in full, all outstanding Obligations under the Credit Agreement and the other Loan Documents, including, without limitation, (i) all outstanding principal and all accrued and unpaid interest in respect of the outstanding Loans, (ii) all fees and expenses required to be reimbursed by the Borrower pursuant to the Credit Agreement on the Payoff Date (as defined below) and (iii) all other amounts due or outstanding under the Credit Agreement and the other Loan Documents on the Payoff Date, and (b) to terminate the Credit Agreement and the other Loan Documents.

SECTION 2. **Payoff Amount.** The Borrower has further advised the Administrative Agent that the date of the repayment of the Obligations shall be July 18, 2005 (the "**Payoff Date**"). Assuming that payment in immediately available funds is received by the Administrative Agent (and, in the case of the "Legal Fees" set forth on Exhibit A, is received by Sidley Austin Brown & Wood LLP) by 3:00 p.m., New York City time, on the Payoff Date, the total amount to be paid for full satisfaction of the Obligations is as set forth on Exhibit A attached hereto (the "**Payoff Amount**"), such Payoff Amount to be adjusted for changes thereto if the Payoff Date shall not have occurred on or prior to 3:00 p.m., New York City time, on July 18, 2005.

SECTION 3. **No Other Outstanding Obligations.** (a) The Administrative Agent, on behalf of the Lenders, hereby agrees that upon receipt by the Administrative Agent (and Sidley Austin Brown & Wood LLP, solely with respect to the Legal Fees) of the Payoff Amount by wire transfer in immediately available funds, (i) all Obligations outstanding on the Payoff Date and due to have been paid by the Borrower in respect of the Credit Agreement and the other Loan Documents shall have been paid in full and (ii) the Credit Agreement and the other Loan Documents shall terminate automatically and all of the rights, obligations and liabilities of the Administrative Agent, the Collateral Agent, the Syndication Agent, the Lenders, the Borrower and the other Loan Parties thereunder shall terminate automatically; *provided, however,* that all obligations, covenants, indemnities and agreements of the Borrower and the other Loan Parties set forth in the Credit Agreement and the other Loan Documents that by their terms expressly survive the termination thereof shall remain in full force and effect and the Borrower's and the other Loan Parties' liability thereunder shall not be affected by any provision of this Payoff and Lien Release Agreement.

(b) Notwithstanding anything contained herein to the contrary, the Borrower and the Loan Parties shall remain obligated for any unreimbursed costs and expenses incurred by the Administrative Agent, the Collateral Agent, the Syndication Agent or the Lenders and payable under the Credit Agreement, any other Loan Document or this Payoff and Lien Release Agreement and which are either incurred after the Payoff Date or are incurred on or before the Payoff Date but with respect to which such party has not been invoiced or otherwise been able to determine the amount of such expenses on or before the Payoff Date.

SECTION 4. *Release of Liens and Security Interests.* Upon receipt of the Payoff Amount, the Liens granted to the Collateral Agent and any and all other liens and security interests held by it under the Loan Documents with respect to any of the Obligations shall automatically be released and the Collateral Agent shall deliver or cause to be delivered the Collateral pursuant to the terms of Section 5 below. The certifications, confirmations, acknowledgments and agreements made by the Administrative Agent in this Agreement are subject to and conditioned on the Administrative Agent's receipt of the Payoff Amount described above.

SECTION 5. *Delivery of Collateral and Documents.* Upon the receipt of the Payoff Amount, (a) the Collateral Agent shall deliver or cause to be delivered the Collateral in its possession or under its control (including, without limitation, the Pledged Collateral) as instructed by the Borrower to any of the Borrower, Jarden Corporation, a Delaware corporation ("*Jarden*"), JCS/THG, LLC, a Delaware limited liability company ("*JCS/THG*"), or Canadian Imperial Bank of Commerce, as administrative agent (the "*New Agent*") pursuant to that certain Credit Agreement, dated as of January 24, 2005, among Jarden, the other lenders and letter of credit issuers from time to time party thereto and the New Agent (as amended, the "*New Credit Agreement*"), (b) the Administrative Agent, the Collateral Agent, the Syndication Agent and the Lenders shall, at the instruction (either written or verbal) and expense of the Borrower, without recourse, representation or warranty, execute and deliver any and all such releases and other instruments and documents as are necessary, or as the Borrower, the other Loan Parties, Jarden, JCS/THG or the New Agent may reasonably request, to effect, evidence or confirm the release of liens and security interests effected pursuant to Section 4 hereof, including, but not limited to, UCC termination statements and separate patent and trademark lien releases (collectively, "*Facility Releases*"), (c) any Facility Releases previously delivered to the Borrower in escrow shall automatically be released to the Borrower or its designee and (d) each of the Borrower, Jarden, JCS/THG and the New Agent shall be authorized to file any and all Facility Releases of record in the appropriate recording offices, at no cost to, and without recourse, representation or warranty from, the Administrative Agent, the Collateral Agent, the Syndication Agent or the Lenders.

SECTION 6. *Applicable Law.* THIS PAYOFF AND LIEN RELEASE AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. *Counterparts.* This Payoff and Lien Release Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Payoff and Lien Release Agreement by facsimile

transmission shall be as effective as delivery of a manually signed counterpart of this Payoff and Lien Release Agreement.

SECTION 8. *Headings.* The headings of this Payoff and Lien Release Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

SECTION 9. *Release and Acknowledgment.* For and in consideration of the Administrative Agent's agreements contained herein, each of the Borrower and the other Loan Parties hereby forever releases and discharges the Administrative Agent, the Collateral Agent, the Syndication Agent and the Lenders, their respective officers, directors, employees, agents, representatives, successors and assigns (collectively, the "*Released Parties*") from any and all claims, causes of action, damages and liabilities of any nature whatsoever, known or unknown, which such Person ever had, now has or might hereafter have against such Released Parties which relates, directly or indirectly, to any of the Loan Documents or the transactions relating thereto. The parties hereto acknowledge and agree that the Borrower's and the other Loan Parties' obligations and liabilities under the Credit Agreement and the other Loan Documents shall be reinstated with full force and effect, if at any time on or after the Payoff Date, all or any portion of the Payoff Amount paid to the Administrative Agent or any Lender is voided or rescinded or must otherwise be returned by the Administrative Agent or any Lender to the Borrower or any other Loan Party upon the Borrower or any Loan Party's insolvency, bankruptcy or reorganization or otherwise, all as though such payment had not been made.

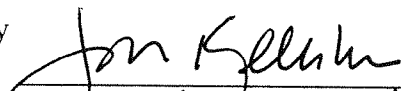
SECTION 10. *Existing Letters of Credit.* Each of the Borrower and the Loan Parties hereby acknowledge and agree that on and as of the effective date of Amendment No. 2 to the New Credit Agreement, each of the Letters of Credit set forth on Exhibit B hereto, to the extent outstanding, shall be automatically and without further action by the Administrative Agent, Bank of America, N.A. (successor by merger with Fleet National Bank), as Issuing Bank under the Credit Agreement or the Lenders converted to "Letters of Credit" under and as defined in the New Credit Agreement and shall be subject to the provisions thereof and all liabilities of the Borrower or any of its Subsidiaries, as the case may be, with respect to such Letters of Credit shall constitute "Obligations" under and as defined in the New Credit Agreement. The Borrower and the Loan Parties hereto acknowledge and agree that receipt by the Administrative Agent of the Payoff Amount shall constitute evidence of the effectiveness of Amendment No. 2 to the New Credit Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Payoff and Lien Release Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

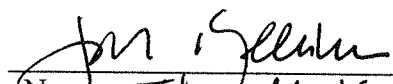
THE HOLMES GROUP, INC.,

By


Name: John M. Kellihan
Title: SVP AND CFO

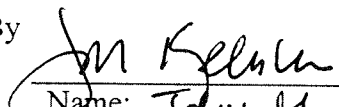
HOLMES MOTOR CORPORATION,

By


Name: John M. Kellihan
Title: SVP AND CFO

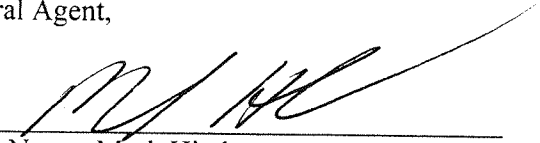
RIVAL CONSUMER SALES
CORPORATION,

By


Name: John M. Kellihan
Title: SVP AND CFO

GENERAL ELECTRIC CAPITAL
CORPORATION, as Administrative Agent and
Collateral Agent,

By



Name: Mark Hindson

Title: Duly Authorized Signatory

Signature Page to Payoff Letter