

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Release of Security Interest (Releases RF 2873/0750)	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Canadian Imperial Bank of Commerce, as successor in interest to Bank of America, N.A.		01/24/2005	Chartered Bank: CANADA
RECEIVING PARTY DATA			
Name:	Tilia International, Inc.		
Street Address:	303 SECOND STREET		
City:	SAN FRANCISCO		
State/Country:	CALIFORNIA		
Postal Code:	94107		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1422539	FOODSAVER	
Registration Number:	2604432	FOODSAVER	
Registration Number:	2623116	FOODSAVER	
Registration Number:	2547293	FOODSAVER	
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		
ATTORNEY DOCKET NUMBER:	039269-0174		

OP \$115.00 1422539

900194819

**TRADEMARK
 REEL: 004565 FRAME: 0043**

NAME OF SUBMITTER:	Anna T Kwan
Signature:	/atk/
Date:	06/15/2011
Total Attachments: 4 source=CIBC - Payoff letter#page1.tif source=CIBC - Payoff letter#page2.tif source=CIBC - Payoff letter#page3.tif source=CIBC - Payoff letter#page4.tif	

January 24, 2005

Canadian Imperial Bank of Commerce
10880 Wilshire Blvd. Suite 1700
Los Angeles, CA 90024

Attention: Doug Lyons

Ladies and Gentlemen:

Reference is made to the Second Amended and Restated Credit Agreement, dated as of June 11, 2004 (as further amended, restated, supplemented or otherwise modified from time to time, the "*Existing Credit Agreement*"), among Jarden Corporation (the "*Borrower*"), the lenders listed therein, Canadian Imperial Bank of Commerce ("*CIBC*"), as administrative agent (in such capacity, the "*Existing Administrative Agent*"), Citicorp North America, Inc., as syndication agent, and National City Bank of Indiana and Bank of America, N.A., as co-documentation agents. Capitalized terms used herein and not otherwise defined herein are used herein as defined in the Existing Credit Agreement.

The Borrower has advised the Existing Administrative Agent that, in connection with its acquisition of American Household, Inc. and its subsidiaries, the Borrower intends (a) to enter into a Credit Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*New Credit Agreement*"), with the Lenders and L/C Issuers party thereto (each as defined therein), CIBC, as administrative agent for the Lenders and the L/C Issuers (the "*New Administrative Agent*"), Citicorp USA, Inc., as syndication agent for the Lenders and L/C Issuers, and Bank of America, N.A., National City Bank of Indiana and SunTrust Bank, as co-documentation agents, and that the proceeds of certain of the loans to be made under the New Credit Agreement will be used to repay all of the outstanding obligations under the Existing Credit Agreement and (b) to terminate the Commitments on and as of the date hereof.

The Existing Administrative Agent hereby acknowledges receipt by the Existing Administrative Agent from or on behalf of the Borrower on January 24, 2005 (the "*Payment Date*") of ~~REDACTED~~ the "*Payoff Amount*", which amount is equal to the amount of all of the outstanding obligations under the Existing Credit Agreement on the Payment Date (such obligations, as further specified on Schedule A hereto, the "*Payoff Obligations*").

The Liens on and security interests in the real and personal property of the Loan Parties created in favor of the Secured Parties pursuant to the Security Instruments and the guarantees of the obligations by the Loan Parties in favor of the Secured Parties under the Guaranty are hereby terminated and/or released, as applicable and of no further force and effect, effective on the Payment Date immediately upon the Existing Administrative Agent's receipt of the Payoff Amount without any further action on the part of any Secured Party. Upon the effectiveness of the release in accordance with the preceding sentence, the Existing Administrative Agent hereby (i) agrees to return to the Company or the New Administrative Agent on the Payment Date (x) each of the certificates previously delivered to the Existing Administrative Agent evidencing the Pledged Instruments pledged to the Existing Administrative Agent pursuant to the applicable Security Instruments (other than those certificates for which the Administrative Agent has delivered a lost stock affidavit), (y) any other Collateral in the Existing Administrative Agent's possession and (z) any promissory notes issued to it by the Borrower evidencing the Borrower's obligations to CIBC, as a lender under the Existing Credit Agreement, (ii) agrees to use commercially reasonable efforts to return any promissory notes issued to the other Lenders under the Existing Credit Agreement and (iii) authorizes the Loan Parties and the New Administrative Agent to file financing statement releases or terminations of the Liens created by the Security Instruments, as appropriate, in each

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case in appropriate form to evidence the releases specified in this paragraph and for filing or recordation in the offices and jurisdictions that the Loan Parties or the New Administrative Agent reasonably deem appropriate for or to give effect to the foregoing, including, without limitation, the termination statements attached hereto as Exhibit A. Upon request by the Borrower, and at the sole cost and expense of the Borrower, the Existing Administrative Agent hereby agrees to execute such other documents and instruments as may be prepared by the Borrower that are reasonably required to effectuate the foregoing releases (including, without limitation, releases of deposit account control agreements, bailee's letters, landlord waivers and Intellectual Property Security Agreements). The Existing Administrative Agent and the Borrower acknowledge and agree that on the Payment Date, following the Existing Administrative Agent's receipt of the Payoff Amount, the obligations of the Borrower and the other Loan Parties under the Existing Credit Agreement and the other Loan Documents are terminated, other than those obligations which by their terms expressly survive the termination of the Existing Credit Agreement (including, without limitation, the obligations to reimburse the Existing Administrative Agent for the reasonable fees and expenses of its counsel in connection with the termination of the Existing Credit Agreement).

This letter agreement shall be governed by, and construed in accordance with, the law of the State of New York. This letter agreement may be executed 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 letter agreement. Delivery of an executed counterpart of a signature page to this letter agreement by telecopier shall be as effective as delivery of a manually executed counterpart of this letter agreement.

Please indicate your acceptance of the provisions hereof by signing below and returning an original signed copy of this letter to Doug Lyons, Canadian Imperial Bank of Commerce, 10880 Wilshire Blvd., Suite 1700, Los Angeles, CA 90024.

Very truly yours,

CANADIAN IMPERIAL BANK OF COMMERCE,
as Existing Administrative Agent

By: 

Name: LEONARDO FERNANDEZ

Title: EXECUTIVE DIRECTOR
CIBC WORLD MARKETS CORP., AS AGENT

ACCEPTED AND AGREED
on January __, 2005:

JARDEN CORPORATION,
as Borrower

By: _____

Name:

Title:

GUARANTORS

- ALLTRISTA NEWCO CORPORATION
- ALLTRISTA PLASTICS CORPORATION
- BICYCLE HOLDING, INC.
- HEARTHMARK, LLC
- JARDEN ACQUISITION I, INC.
- JARDEN ZINC PRODUCTS, INC.
- LEHIGH CONSUMER PRODUCTS CORPORATION
- LOEW-CORNELL, INC.
- QUOIN, LLC
- THE UNITED STATES PLAYING CARD COMPANY
- TILIA DIRECT, INC.
- TILIA INTERNATIONAL, INC.
- TILIA, INC.
- USPC HOLDING, INC.

By: _____

Name:

Title:

Please indicate your acceptance of the provisions hereof by signing below and returning an original signed copy of this letter to Doug Lyons, Canadian Imperial Bank of Commerce, 10880 Wilshire Blvd., Suite 1700, Los Angeles, CA 90024.

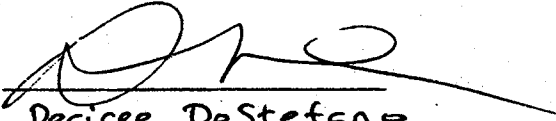
Very truly yours,

CANADIAN IMPERIAL BANK OF COMMERCE,
as Existing Administrative Agent

By: _____
Name:
Title:

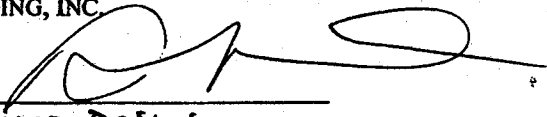
ACCEPTED AND AGREED
on January 24, 2005:

JARDEN CORPORATION,
as Borrower

By: 
Name: Desiree DeStefano
Title: Treasurer

GUARANTORS

ALLTRISTA NEWCO CORPORATION
ALLTRISTA PLASTICS CORPORATION
BICYCLE HOLDING, INC.
HEARTHMARK, LLC
JARDEN ACQUISITION I, INC.
JARDEN ZINC PRODUCTS, INC.
LEHIGH CONSUMER PRODUCTS CORPORATION
LOEW-CORNELL, INC.
QUOIN, LLC
THE UNITED STATES PLAYING CARD COMPANY
TILIA DIRECT, INC.
TILIA INTERNATIONAL, INC.
TILIA, INC.
USPC HOLDING, INC.

By: 
Name: Desiree DeStefano
Title: Vice President