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
The Brinkman Corporation		03/09/2012	CORPORATION: TEXAS
Dallas Manufacturing Company, Inc.		03/09/2012	CORPORATION: TEXAS
Q-Beam Corporation		03/09/2012	CORPORATION: TEXAS
Smoke 'N Pit Corporation		03/09/2012	CORPORATION: TEXAS
Stubbs Collections, Inc.		03/09/2012	CORPORATION: TEXAS
Treasure Sensor Corporation		03/09/2012	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	901 Main Street, 10th Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	national association: UNITED STATES

PROPERTY NUMBERS Total: 83

Property Type	Number	Word Mark
Registration Number:	4030886	ARMORMAX
Registration Number:	2602271	BACKROADS
Registration Number:	1240166	BIG MAX
Registration Number:	1240165	BLACK MAX
Registration Number:	1171099	BLUE MAX
Registration Number:	1153730	BRINKMANN
Serial Number:	76483115	BRINKMANN
Registration Number:	3797964	BRINKMANN
Registration Number:	2779986	BRINKMANN BACKYARD KITCHEN

CH $2090.00 4030886

Serial Number:	85077551	BRINKMANN OUTDOOR LIVING
Serial Number:	85077554	BRINKMANN OUTDOOR LIVING
Serial Number:	85077556	BRINKMANN OUTDOOR LIVING
Serial Number:	85077558	BRINKMANN OUTDOOR LIVING
Serial Number:	85077564	BRINKMANN OUTDOOR LIVING
Serial Number:	85077568	BRINKMANN OUTDOOR LIVING
Serial Number:	85077570	BRINKMANN OUTDOOR LIVING
Serial Number:	85077571	BRINKMANN OUTDOOR LIVING
Serial Number:	85077582	BRINKMANN OUTDOOR LIVING
Serial Number:	85077584	BRINKMANN OUTDOOR LIVING
Serial Number:	85077589	BRINKMANN OUTDOOR LIVING
Serial Number:	85077590	BRINKMANN OUTDOOR LIVING
Registration Number:	2980409	CIMARRON
Registration Number:	0944069	COOK'N CA'JUN
Registration Number:	2775202	COOK'N CA'JUN
Registration Number:	2577651	ENDURA
Registration Number:	1147585	FISH ATTRACTOR
Registration Number:	2036280	GLOW GRIP
Registration Number:	3420378	GO-LED
Registration Number:	1565778	HOME/GUARD
Registration Number:	2131523	LEGEND
Registration Number:	3745644	LITE STICK
Registration Number:	2687113	LONGHORN
Registration Number:	1567003	MAGNUM MAX
Registration Number:	1919542	MAXFIRE
Registration Number:	1565777	MAXSTAR
Registration Number:	1474878	MICRO-MAX
Registration Number:	1845540	MR MEAT SMOKER
Registration Number:	2376021	NEXSTAR
Registration Number:	3451674	PAGODA
Registration Number:	1977680	PITMASTER
Registration Number:	1688801	POW-R-VAC
Registration Number:	1911251	PRO GRIP
Registration Number:	1658148	PRO-MAX
Registration Number:	2600421	Q-BEAM SPOT/FLOOD

	2689337	REBEL
Registration Number:	2602272	ROADMASTER
Registration Number:	2892073	RUSTIC PRAIRIE
Registration Number:	1273424	SMOKE KING
Registration Number:	2603776	SMOKE 'N GRILL
Registration Number:	1184641	SMOKE 'N PIT
Registration Number:	1845322	SMOKER'S BLEND
Registration Number:	1966142	SMOKESHOP
Registration Number:	2608851	SOLAR GALLERY
Registration Number:	1567000	SOLAR MAX
Registration Number:	2613294	STILLWATER
Registration Number:	2361642	SUPER SPOT
Registration Number:	2589591	TRAILMASTER
Registration Number:	2604522	TREASURE SENSOR
Registration Number:	1720085	TRI-MAX
Registration Number:	1567004	TROUBLE SHOOTER
Registration Number:	4030887	TUFFMAX
Registration Number:	2912654	URBAN PRAIRIE
Registration Number:	1938846	WEEKENDER
Registration Number:	1256766	WINDY
Registration Number:	1632382	CEDARSACK
Registration Number:	1671141	COZY PET
Registration Number:	3357287	GREAT DIVIDE
Registration Number:	1713771	GULF STREAM
Registration Number:	1713438	HARBOR MASTER
Registration Number:	3593564	NUZZLER
Registration Number:	3299687	PERFECT SCENTS
Registration Number:	1784159	POOCH PILLOW
Registration Number:	2140147	REPTARIUM
Registration Number:	2019628	SHERPS
Registration Number:	3450018	SOFT SPOT
Registration Number:	3202499	SOFTRAY
Registration Number:	1916491	SWEET DREAMS
Registration Number:	2179141	TERRAFORM
Registration Number:	1671769	THE WAG BAG

	3353514	WOODLAND SERIES
Registration Number:	1049479	Q-BEAM
Registration Number:	1944320	VIRTUTE ET LABORE STUBBS COLLECTION
Registration Number:	2970822	VIRTUTE ET LABORE STUBBS COLLECTION

CORRESPONDENCE DATA

Fax Number: (213)745-5390
Phone: 214.745.5370
Email: jmuennink@winstead.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Janie Muennink c/o Winstead PC
Address Line 1: P.O. Box 131851
Address Line 4: Dallas, TEXAS 75313

ATTORNEY DOCKET NUMBER:	25690 781
NAME OF SUBMITTER:	Janie Muennink
Signature:	/Janie Muennink/
Date:	03/12/2012

Total Attachments: 60
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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY INTEREST AGREEMENT

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY INTEREST AGREEMENT (this "Agreement") is made as of March 9, 2012 by and among THE BRINKMANN CORPORATION, a Texas corporation (the "Borrower"), BANK OF AMERICA, N.A., as Agent (as hereinafter defined) for the Lenders (as hereinafter defined), and each of the other signatories party hereto (collectively, the "Guarantors" and each individually, a "Guarantor", and together with the Borrower, collectively, the "Debtors" and each, a "Debtor").

WITNESSETH:

A. The Borrower, the financial institutions named therein (the "Existing Lenders"), and JPMorgan Chase Bank, N.A., as Agent (the "Existing Agent"), previously entered into a certain Credit Agreement dated as of June 3, 2008 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "Existing Credit Agreement").

B. In connection with the Existing Credit Agreement, certain Debtors party hereto each executed an Intellectual Property Security Interest Agreement, each dated as of June 3, 2008, in favor the Existing Agent, for the benefit of the Existing Lenders pursuant to which each such Debtor agreed to grant to the Existing Agent, on behalf of the Existing Agent and the Existing Lenders, a security interest in certain property of such Debtor (all of the agreements referred to in this Recital B, as amended, restated, supplemented or otherwise modified prior to the date hereof, each, an "Existing Security Agreement" and collectively, the "Existing Security Agreements").

C. The Borrower has now requested that the Existing Credit Agreement be amended and restated pursuant to, and on such terms as set forth in, that certain Amended and Restated Credit Agreement dated of even date herewith (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Borrower, the financial institutions party thereto from time to time (the "Lenders"), and Bank of America, N.A, as administrative agent for the Lenders (in such capacity, the "Agent"). Each term used but not otherwise defined herein shall have the meaning ascribed to such term by the Credit Agreement.

D. The execution and delivery of this Agreement by each Debtor is a condition precedent to the obligation of the Lenders to extend credit to the Borrower pursuant to the Credit Agreement.

E. The Borrower will receive substantial and direct benefits from the extensions of credit contemplated by the Credit Agreement and is entering into this Agreement to induce the Agent and the Lenders to enter into the Credit Agreement and to extend, and continue to extend, credit to the Borrower thereunder.

F. Each Guarantor, each a Wholly Owned Subsidiary (as defined in the Credit Agreement) of the Borrower, will receive substantial and direct benefits from the extensions of credit contemplated by the Credit Agreement and is entering into the Guaranty (as hereinafter

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defined) and this Agreement to induce the Agent and the Lenders to enter into the Credit Agreement and to extend, and continue to extend, credit to the Borrower thereunder.

G. It is the intention of the parties hereto to ratify and confirm the security interest created by the Existing Security Agreements in the Collateral in favor of the Agent and the Lenders securing the payment and performance of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS AND EFFECT.

1.1. General Terms. As used in this Agreement:

"Agreement" means this Amended and Restated Intellectual Property Security Interest Agreement, as it may be amended, restated, modified or supplemented from time to time.

"Collateral" has the meaning ascribed to it by Section 2 hereof.

"Copyrights" has the meaning ascribed to it by Section 2(a) hereof.

"Default" means an event described in Section 5 hereof.

"Guaranty" means that certain Amended and Restated Guaranty dated as of the date hereof by each Guarantor in favor of the Agent and the Lenders, as the same may be amended, restated, supplemented, or otherwise modified from time to time.

"Licenses" has the meaning ascribed to it by Section 2(c) hereof.

"Obligations" means (a) with respect to the Borrower, all "Obligations" as defined in the Credit Agreement and (b) with respect to any Guarantor, all "Guaranteed Debt" as defined in the Guaranty.

"Patents" has the meaning ascribed to it by Section 2(d) hereof.

"Related Documents" means, collectively, all documents and things in any Debtor's possession related to the production and sale by any Debtor, or any Affiliate, Subsidiary, licensee or subcontractor thereof, of products or services sold by or under the authority of any Debtor in connection with the Patents, Trademarks, Copyrights or Licenses including, without limitation, all product and service specification documents and production and quality control manuals used in the manufacture of products or provision of services sold under or in connection with the Trademarks.

"Section" means a numbered section of this Agreement, unless another document is specifically referenced.

"Trademarks" has the meaning ascribed to it by Section 2(b) hereof.

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"Uniform Commercial Code" means the Uniform Commercial Code as in effect in the State of Texas, as the same has been or may be amended or revised from time to time, or, if so required with respect to any particular Collateral by mandatory provisions of applicable law, as in effect in the jurisdiction in which such Collateral is located.

The foregoing definitions shall be equally applicable to both the singular and plural forms of the defined terms. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement.

2. GRANT OF SECURITY INTEREST.

Each Debtor hereby grants to the Agent, for the benefit of itself and the Lenders, a security interest in all of such Debtor's right, title and interest in and to all of its now owned or existing and hereafter acquired or arising property described as follows (collectively, the "Collateral") to secure payment of the Obligations:

(a) all United States and foreign copyrights, including, without limitation, copyrights listed on Exhibit A hereto, and applications therefor and renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to all United States and foreign copyrights including, without limitation, damages and payments for past and future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(b) all United States and foreign trademarks, tradenames, service marks, trademark and service mark registrations and renewals, and trademark and service mark applications, including, without limitation, the trademarks, service marks and tradenames listed on Exhibit B hereto, and registrations and renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to all trademarks, tradenames and service marks including, without limitation, damages and payments for past and future infringements thereof against third parties (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(c) all license agreements in which such Debtor is or becomes licensed (or grants or permits, whether now or in the future a license) to use a copyright, trademark, service mark, tradename, patent or the related know-how including, without limitation, the license agreements listed on Exhibit C hereto (the "Licenses"); provided, that notwithstanding the foregoing, "Licenses" shall not include any license which by its terms prohibits the grant of the security interest contemplated by this Agreement;

(d) all United States and foreign patents and patent applications, whether in the United States or any foreign jurisdiction, and the inventions and improvements described and claimed therein and trade secrets and know-how related thereto, including, without limitation, the patents and patent applications listed on Exhibit D hereto, and the re-issues, divisions, renewals, extensions and continuations-in-part thereof and all income, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages and payments

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for past and future infringements thereof, the right to sue for past, present and future infringements thereof and all rights corresponding thereto throughout the world (all of the foregoing being sometimes hereinafter individually and/or collectively referred to as the "Patents");

(e) the goodwill of such Debtor's business connected with the use of and symbolized by the Trademarks;

(f) the Related Documents; and

(g) all products and proceeds, including, without limitation, insurance proceeds, of any of the foregoing.

3. REPRESENTATIONS AND WARRANTIES.

Each Debtor represents and warrants to the Agent and the Lenders that:

3.1. Existence and Standing. Such Debtor is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation, and such Debtor has all requisite authority to conduct its business and is qualified to do business in each jurisdiction in which its business is conducted except those jurisdictions in which the failure to so qualify could not reasonably be expected to have a Material Adverse Effect.

3.2. Authorization. Validity and Enforceability. The execution, delivery and performance by such Debtor of this Agreement have been duly authorized by proper corporate proceedings, and this Agreement constitutes a legal, valid and binding obligation of such Debtor and creates a security interest which is enforceable against such Debtor in all now owned and hereafter acquired Collateral.

3.3. Conflicting Laws and Contracts. Neither the execution and delivery by such Debtor of this Agreement, the creation and perfection of the security interest in the Collateral granted hereunder, nor compliance with the terms and provisions hereof, will violate any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on such Debtor or such Debtor's articles of incorporation or by-laws, the provisions of any indenture, instrument or agreement to which such Debtor is a party or is subject, or by which it, or its property, is bound, or conflict therewith or constitute a default thereunder, or result in the creation or imposition of any Lien pursuant to the terms of any such indenture, instrument or agreement.

3.4. Principal Location. As of the date hereof, such Debtor's mailing address, and the location of its chief executive office and the books and records relating to the Collateral are disclosed in Exhibit E hereto.

3.5. No Other Names. No Debtor has conducted business under any name except the names in which it has executed this Agreement or as otherwise disclosed pursuant to the Loan Documents.

3.6. No Default. No Default or Unmatured Default exists.

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3.7. No Financing Statements. No financing statement or similar document describing all or any portion of the Collateral which has not lapsed or been terminated naming such Debtor as debtor or assignor has been filed in any jurisdiction or office, including, without limitation, the United States Patent and Trademark Office or the United States Copyright Office, except as permitted under the Credit Agreement.

3.8. Security Interest. This Agreement creates a valid security interest in the Collateral, enforceable against such Debtor and all third parties, securing payment of the Obligations, which security interest will be perfected, with respect to rights in the United States, upon (a) the recording of this Agreement in the Office of the Commissioner of Patents and Trademarks and the United States Copyright Office, and (b) the filing of Uniform Commercial Code financing statements with the Secretary of State of Texas.

3.9. Registrations. Such Debtor has duly and properly applied for registration of the Copyrights, Trademarks and Patents listed in Exhibits A, B and D hereto as indicated thereon, respectively, in the United States Patent and Trademark Office or the Copyright Office, as applicable.

3.10. Litigation. There has been no litigation, arbitration, governmental investigation, proceeding or inquiry pending or, to the knowledge of any of such Debtor's officers, threatened against or affecting such Debtor or its Subsidiaries challenging such Debtor's right, title and interest in the Collateral or alleging that such Debtor's use of any Collateral violates the rights of any Person. Such Debtor's use of the Collateral does not infringe upon the rights of any third party.

3.11. Complete Listing. The Copyrights, Trademarks, Licenses and Patents set forth on the Schedules hereto constitute, as of the date hereof, all material Copyrights, Trademarks, Licenses and Patents of such Debtor.

4. COVENANTS.

From the date of this Agreement, and thereafter until this Agreement is terminated:

4.1. Inspection. Each Debtor will permit the Agent, by representatives and agents, to examine and make copies of the records of such Debtor relating to the Collateral, and to discuss the Collateral and the records of such Debtor with respect thereto with, and to be advised as to the same by, such Debtor's officers and employees at such reasonable times and intervals as the Agent may designate.

4.2. Taxes. Each Debtor will pay when due all taxes, assessments and governmental charges and levies upon the Collateral to the extent permitted pursuant to clauses (a) and (b) of Section 6.5 of the Credit Agreement.

4.3. Records and Reports. Each Debtor will maintain complete and accurate books and records with respect to the Collateral, and furnish to the Agent, with sufficient copies for each of the Lenders, such reports relating to the Collateral as the Agent shall from time to time reasonably request.

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4.4. Notice of Default. Each Debtor will give prompt notice in writing to the Agent and the Lenders of the occurrence of any Default or Unmatured Default and of any other development, financial or other, which would have a Material Adverse Effect.

4.5. Financing Statements and Other Actions. Each Debtor will execute and deliver to the Agent all financing statements and other documents from time to time requested by the Agent or any Lender in order to maintain a perfected security interest in the Collateral.

4.6. Disposition of Collateral. Except for non-exclusive licensing agreements or as permitted under the Credit Agreement, no Debtor will sell, lease or otherwise dispose of the Collateral.

4.7. Liens. No Debtor will create, incur or suffer to exist any Lien upon the Collateral except the security interest created by this Agreement and Permitted Liens.

4.8. Other Financing Statements. No Debtor will sign or authorize the signing on its behalf of any financing statement naming it as debtor covering all or any portion of the Collateral, except financing statements naming the Agent, on behalf of the Lenders, as secured party and those evidencing Permitted Liens and covering only property expressly permitted to be pledged in such transactions.

4.9. Preservation of Value. Each Debtor agrees to protect and preserve the value and integrity of all material Trademarks, Patents, Copyrights and Licenses and, to that end, shall maintain the quality of any and all of its products or services bearing the trademarks or service marks included in such Trademarks, Patents, Copyrights or Licenses consistent with the quality of such products and services of such marks as of the date of this Agreement.

4.10. Collateral Royalties; Term. Each Debtor hereby agrees that any use by the Agent, on behalf of the Lenders, of any Patents, Copyrights, Trademarks and Licenses as described above shall be worldwide, to the extent possessed by such Debtor, and without any liability for royalties or other related charges from the Agent or any Lender to such Debtor. The term of the security interests granted herein shall extend until the expiration of each of the respective Copyrights, Trademarks, Patents and Licenses pledged hereunder, or until the Obligations have been indefeasibly paid in full, no commitment by the Agent or any Lender exists that could give rise to any obligations and the Credit Agreement and this Agreement have been terminated, whichever first occurs.

4.11. Annual Report. Each Debtor shall provide the Agent upon request, and in any event prior to April 15 of each year, with a list of all new applications for United States and foreign copyrights, patents and trademarks, which new applications shall be subject to the terms and conditions of this Agreement. Each Debtor hereby authorizes the Agent to modify this Agreement by amending the Exhibits hereto to include any such new Trademarks, Patents, Copyrights or Licenses and to re-record this Agreement from time to time as the Agent sees fit.

4.12. Duties of Debtors. Each Debtor shall have the duty (a) to prosecute diligently any application to register the Patents, Trademarks and Copyrights pending as of the date hereof or thereafter until all obligations have been indefeasibly paid in full, (b) to make application on unpatented but patentable material inventions and on material Trademarks and Copyrights, as

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appropriate or as requested by the Agent, and (c) to preserve and maintain all rights in all applications to register material Patents, Trademarks and Copyrights. Any expenses incurred in connection with such applications shall be borne by such Debtor. No Debtor shall abandon any right to file an application to register material Patents, Trademarks and Copyrights without the prior written consent of the Agent.

4.13. Delivery of Certificates. Upon the request of the Agent, each Debtor shall deliver to the Agent copies of all existing and future official Certificates of Registration for the Patents, Trademarks and Copyrights.

4.14. Notice of Proceedings. Each Debtor shall promptly notify the Agent and the Lenders of the institution of, and any adverse determination in, any proceeding in the United States Patent and Trademark Office or any agency of any state or any court regarding such Debtor's right, title and interest in any material Patent, Trademark or Copyright or such Debtor's right to register any material Patent, Trademark or Copyright.

5. DEFAULT.

5.1. The occurrence of any one or more of the following events shall constitute a Default:

5.1.1. Any representation or warranty made or deemed made by or on behalf of any Debtor to the Agent or the Lenders under or in connection with this Agreement shall be false in any material respect as of the date on which made or deemed made.

5.1.2. The breach by any Debtor of any of the terms or provisions of Section 4.4, 4.5, 4.6, 4.7, 4.8, 4.9 or 8.5 hereof.

5.1.3. The breach by any Debtor (other than a breach which constitutes a Default under Section 5.1.1 or 5.1.2 hereof) of any of the terms or provisions of this Agreement which is not remedied within twenty (20) days after the giving of written notice by the Agent.

5.1.4. The occurrence of any "Default" under and as defined in the Credit Agreement.

5.2. Acceleration and Remedies. If any Default described in the Credit Agreement occurs with respect to any Debtor, the obligations of the Lenders to make Loans thereunder and the right of the Lenders to declare the obligations to be due and payable shall be determined in accordance with the Credit Agreement.

5.3. Debtors' obligations Upon Default. Upon the request of the Agent after a Default occurs and is continuing, each Debtor will:

5.3.1. Assembly of Collateral. Assemble and make available to the Agent the Collateral and all records relating thereto at the main office of the Borrower or at such other place or places reasonably specified by the Agent.

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5.3.2. Secured Party Access. Permit the Agent, by the Agent's representatives and agents, to enter and remain on any premises where all or any part of the books and records relating thereto, or both, are located, to take possession of all or any part of the Collateral or such books and records and to remove all or any part of the Collateral or such books and records.

6. WAIVERS, AMENDMENTS AND REMEDIES.

6.1. Remedies. In the event that any Default has occurred and is continuing, the Agent, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon any Debtor or any other person (all and each of which demands, advertisements and/or notices are hereby expressly waived), may forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, assign, give option or options to purchase, contract to sell or otherwise dispose of and deliver said Collateral, or any part thereof, in one or more portions at public or private sale or sales or dispositions, at any exchange, broker's board or at any of the Agent's offices or elsewhere upon such terms and conditions as the Agent may deem advisable and at such prices as the Agent may deem best, for any combination of cash or on credit or for future delivery without assumption of any credit risk, with the right to the Agent or any Lender upon any such sale or sales or dispositions, public or private, to purchase the whole or any part of said Collateral so sold, free of any right or equity of redemption in any Debtor, which right or equity is hereby expressly waived and released.

6.2. Waivers and Amendments. No delay or omission of the Agent or any Lender to exercise any right or remedy granted under this Agreement shall impair such right or remedy or be construed to be a waiver of any Unmatured Default or Default or an acquiescence therein, and any single or partial exercise of any such right or remedy shall not preclude other or further exercise thereof or the exercise of any other right or remedy, and no waiver, amendment or other variation of the terms, conditions or provisions of this Agreement whatsoever shall be valid unless in writing signed by the Agent and the Required Lenders (if so required by the Credit Agreement), and then only to the extent specifically set forth in such writing; provided, however, that any amendment purporting to release all or substantially all of the Collateral shall be valid only if signed by the Agent and all of the Lenders. All rights and remedies contained in this Agreement or by law afforded shall be cumulative and all shall be available to the Agent and the Lenders until the Obligations have been indefeasibly paid in full.

7. PROCEEDS.

7.1. Special Collateral Account. After a Default has occurred and is continuing, all cash proceeds of the Collateral received by the Agent shall be deposited in a special cash collateral account with the Agent and held there as security for the Obligations.

7.2. Application of Proceeds. The proceeds of the Collateral shall be applied by the Agent to payment of the Obligations in such order and manner as set forth in Section 8.4 of the Credit Agreement.

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8. GENERAL PROVISIONS.

8.1. Notice of Disposition of Collateral. Each Debtor hereby waives notice of the time and place of any public sale or the time after which any private sale or other disposition of all or any part of the Collateral may be made. To the extent such notice may not be waived under applicable law, any notice made shall be deemed reasonable if sent to Debtors, addressed as set forth in Section 10 hereof, at least ten (10) days prior to any such public sale or the time after which any such private sale or other disposition may be made.

8.2. Agent Performance of Debtor Obligations. Without having any obligation to do so, upon either (a) notice to Debtors or (b) the occurrence of an Unmatured Default or a Default, the Agent may perform or pay any obligation which any Debtor has agreed to perform or pay in this Agreement and Debtors shall, jointly and severally, reimburse the Agent for any amounts paid by the Agent pursuant to this Section 8.2. Debtors' joint and several obligation to reimburse the Agent pursuant to the preceding sentence shall be an obligation payable on demand.

8.3. Authorization for Agent to Take Certain Action. Each Debtor irrevocably authorizes the Agent at any time and from time to time, in the sole discretion of the Agent, upon either (a) notice to Debtors or (b) the occurrence of an Unmatured Default or a Default: (i) to execute on behalf of such Debtor as debtor and to file financing statements and other documents with the United States Patent and Trademark Office or Copyright Office or otherwise which are necessary or desirable in the Agent's sole discretion to perfect and to maintain the perfection and priority of the Agent's and Lenders' security interest in the Collateral; (ii) to endorse and collect any cash proceeds of the Collateral; or (iii) to file a carbon, photographic or other reproduction of this Agreement or any financing statement with respect to the Collateral as a financing statement in such offices as the Agent in its sole discretion deems necessary or desirable to perfect and to maintain the perfection and priority of the Agent's and the Lenders' security interest in the Collateral. At any time and from time to time after the Obligations have been declared or become due and payable in accordance with the Credit Agreement, each Debtor authorizes the Agent to apply the proceeds of any Collateral received by the Agent to the Obligations as provided in Section 7 hereof.

8.4. Specific Performance of Certain Covenants. Each Debtor acknowledges and agrees that a breach of any of the covenants contained in Sections 4.1, 4.5, 4.6, 4.13, 5.3 and 8.5 hereof will cause irreparable injury to the Agent and the Lenders and that the Agent and the Lenders have no adequate remedy at law in respect of such breaches and therefore agree, without limiting the right of the Agent or the Lenders to seek and obtain specific performance of other obligations of Debtors contained in this Agreement, that the covenants of each Debtor contained in the Sections referred to in this Section 8.4 shall be specifically enforceable against such Debtor.

8.5. Dispositions Not Authorized. Except as provided for by the Credit Agreement, no Debtor is authorized to sell or otherwise dispose of the Collateral and notwithstanding any course of dealing between any Debtor and the Agent or other conduct of the Agent, no authorization to sell or otherwise dispose of the Collateral shall be binding upon the Agent or the Lenders unless such authorization is in writing signed by the Agent with the consent of the Required Lenders or all Lenders, as required by the Credit Agreement.

TRADEMARK
REEL: 004734 FRAME: 0816

8.6. Definition of Certain Terms. Terms defined in the Uniform Commercial Code which are not otherwise defined in this Agreement are used in this Agreement as defined in the Uniform Commercial Code as in effect on the date hereof.

8.7. Benefit of Agreement. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of Debtors, the Agent and the Lenders and their respective successors and assigns, except that no Debtor shall have the right to assign its rights or obligations under this Agreement or any interest herein, without the prior written consent of the Agent and the Lenders.

8.8. Survival of Representations. All representations and warranties of each Debtor contained in this Agreement shall survive the execution and delivery of this Agreement.

8.9. Taxes and Expenses. Any taxes (including, without limitation, any sales, gross receipts, general corporation, personal property, privilege or license taxes, but not including any federal or other taxes imposed upon the Agent or any Lender, with respect to its gross or net income or profits arising out of this Agreement) payable or ruled payable by any Federal or State authority in respect of this Agreement shall be paid by Debtors, jointly and severally, together with interest and penalties, if any. Debtors shall, jointly and severally, reimburse (a) the Agent for any and all reasonable out-of-pocket expenses and internal charges (including reasonable attorneys', auditors' and accountants' fees and reasonable time charges of attorneys, paralegals, auditors and accountants who may be employees of the Agent) paid or incurred by the Agent in connection with the preparation, execution, delivery, administration, collection and enforcement of this Agreement and in the audit, analysis, administration, collection, preservation or sale of the Collateral (including the expenses and charges associated with any periodic or special audit of the Collateral), and (b) the Agent and each Lender for any and all reasonable out-of-pocket expenses and internal charges (including reasonable attorneys', auditors' and accountants' fees and reasonable time charges of attorneys, paralegals, auditors and accountants who may be employees of the Agent or such Lender) paid or incurred by the Agent or such Lender in connection with the collection and enforcement of this Agreement.

8.10. Headings. The title of and section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Agreement.

8.11. Termination. This Agreement shall continue in effect (notwithstanding the fact that from time there may be no obligations or commitments therefor outstanding) until the payment in full of the Obligations and the termination of the Credit Agreement in accordance with its terms and all commitments of the Lenders thereunder, at which time the security interests granted hereby shall terminate and any and all rights to the Collateral shall revert to Debtors. Upon such termination, the Agent shall promptly return to Debtors, at Debtors' expense, such of the Collateral held by the Agent as shall not have been sold or otherwise applied pursuant to the terms hereof. The Agent will promptly execute and deliver to Debtors such other documents as Debtors shall reasonably request to evidence such termination.

8.12. **ENTIRE AGREEMENT. THIS AGREEMENT, AND ALL OTHER INSTRUMENTS, LOAN DOCUMENTS AND AGREEMENTS EXECUTED AND**

TRADEMARK
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DELIVERED IN CONNECTION WITH THIS AGREEMENT EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THIS AGREEMENT, AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES HERETO. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES HERETO.

8.13. Indemnity. Each Debtor hereby agrees to assume liability for, and does hereby agree to indemnify and keep harmless the Agent and each Lender, its successors, assigns, agents and employees, from and against any and all liabilities, damages, penalties, suits, costs, and expenses of any kind and nature, imposed on, incurred by or asserted against the Agent or any Lender, or its successors, assigns, agents and employees, in any way relating to or arising out of this Agreement, or the manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, use, operation, condition, sale, return or other disposition of any Collateral (other than liability resulting from the gross negligence or willful misconduct of the Agent or any such Lender).

8.14. Releases. Upon termination of this Agreement in accordance with the provisions of Section 8.11 hereof, the Agent and the Lenders shall, at Debtors' request and expense, execute such releases as Debtors may reasonably request, in form and upon terms acceptable to the Agent and the Lenders in all respects.

8.15. Waivers. Except to the extent expressly otherwise provided herein or in any other Loan Document, each Debtor waives, to the extent permitted by applicable law, (a) any right to require either the Agent or any Lender to proceed against any other person, to exhaust its rights in any other collateral, or to pursue any other right which either the Agent or any Lender may have, and (b) with respect to the Obligations, presentment and demand for payment, protest, notice of protest and non-payment, and notice of the intention to accelerate.

8.16. Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. This Agreement shall be effective when it has been executed by each Debtor and the Agent. Further, any facsimile copy, other copy or reproduction of a signed counterpart original of this Agreement shall be as fully effective and binding as the original signed counterpart of this Agreement.

8.17. **CHOICE OF LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS, WITHOUT REGARD TO CONFLICT OF LAWS PROVISIONS, OF THE STATE OF TEXAS, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.**

8.18. Marshalling. Neither the Agent nor any Lender shall be under any obligation to marshal any assets in favor of any Debtor or any other party or against or in payment of any or all of the Obligations.

TRADEMARK
REEL: 004734 FRAME: 0818

8.19. Subordination. The rights and remedies of the Agent and the Lenders hereunder are subject, in all respects, to the terms and conditions of that certain Intercreditor and Subordination Agreement dated as of the date hereof between the Agent and Comerica Bank as amended, supplemented or modified from time to time.

9. THE AGENT.

JPMorgan Chase Bank, N.A. has been appointed as Agent for the Lenders hereunder pursuant to Article X of the Credit Agreement, and the Agent has agreed to act (and any successor Agent shall act) as such hereunder only on the express conditions contained in such Article X. Any successor Agent appointed pursuant to Article X of the Credit Agreement shall be entitled to all the rights, interests and benefits of the Agent hereunder.

10. NOTICES.

10.1. Sending Notices. Any notice required or permitted to be given under this Agreement shall be given in accordance with Section 13.1 of the Credit Agreement.

10.2. Change in Address for Notices. Each Debtor and the Agent or any Lender may change the address for service of notice upon it by a notice in writing to the other.

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TRADEMARK
REEL: 004734 FRAME: 0819

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their respective duly authorized representatives as of the date first set forth above.

THE BRINKMANN CORPORATION

By: _____
J. Baxter Brinkmann, President

STATE OF TEXAS)
) SS:
COUNTY OF Dallas)

The foregoing Intellectual Property Security Interest Agreement was executed and acknowledged before me this 9th day of March, 2012 by J. Baxter Brinkmann personally known to me to be the President of The Brinkmann Corporation, a Texas corporation, on behalf of such corporation.

CATHY HOFMANN
Notary Public, State of Texas
My Commission Expires
February 01, 2014

Cathy L. Hofmann
NOTARY PUBLIC

My Commission Expires: 2-1-2014

(SEAL)

TRADEMARK
REEL: 004734 FRAME: 0820

DALLAS MANUFACTURING COMPANY, INC.,
a Texas corporation

By: _____
J. Baxter Brinkmann
President

STATE OF TEXAS)
) SS:
COUNTY OF Dallas)

The foregoing Intellectual Property Security Interest Agreement was executed and acknowledged before me this 9th day of March, 2012 by J. Baxter Brinkmann personally known to me to be the President of Dallas Manufacturing Company, Inc., a Texas corporation, on behalf of such corporation.

CATHY HOFMANN
Notary Public, State of Texas
My Commission Expires
February 01, 2014

Cathy L. Hofmann
NOTARY PUBLIC

My Commission Expires: 2-1-2014

(SEAL)

TRADEMARK
REEL: 004734 FRAME: 0821

Q-BEAM CORPORATION,
a Texas corporation

By: _____
J. Baxter Brinkmann
President

STATE OF TEXAS)
) SS:
COUNTY OF Dallas)

The foregoing Intellectual Property Security Interest Agreement was executed and acknowledged before me this 9th day of March, 2012 by J. Baxter Brinkmann personally known to me to be the President of Q-Beam Corporation, a Texas corporation, on behalf of such corporation.

CATHY HOFMANN
Notary Public, State of Texas
My Commission Expires
February 01, 2014

Cathy L. Hofmann
NOTARY PUBLIC

My Commission Expires: 2-1-2014

(SEAL)

TRADEMARK
REEL: 004734 FRAME: 0822

SMOKE 'N PIT CORPORATION,
a Texas corporation

By: _____
J. Baxter Brinkmann
President

STATE OF TEXAS)
) SS:
COUNTY OF Dallas)

The foregoing Intellectual Property Security Interest Agreement was executed and acknowledged before me this 9th day of March, 2012 by J. Baxter Brinkmann personally known to me to be the President of Smoke 'N Pit Corporation, a Texas corporation, on behalf of such corporation.

CATHY HOFMANN
Notary Public, State of Texas
My Commission Expires
February 01, 2014

Cathy L. Hofmann
NOTARY PUBLIC

My Commission Expires: 2-1-2014

(SEAL)

TRADEMARK
REEL: 004734 FRAME: 0823

STUBBS COLLECTIONS, INC.,
a Texas corporation

By: _____
J. Baxter Brinkmann
President

STATE OF TEXAS)
) SS:
COUNTY OF Dallas)

The foregoing Intellectual Property Security Interest Agreement was executed and acknowledged before me this 6th day of March, 2012 by J. Baxter Brinkmann personally known to me to be the President of Stubbs Collections, Inc., a Texas corporation, on behalf of such corporation.

CATHY HOFMANN
Notary Public, State of Texas
My Commission Expires
February 01, 2014

Cathy L. Hofmann
NOTARY PUBLIC

My Commission Expires: 2-1-2014

(SEAL)

TRADEMARK
REEL: 004734 FRAME: 0824

TREASURE SENSOR CORPORATION,
a Texas corporation

By: _____
J. Baxter Brinkmann
President

STATE OF TEXAS)
) SS:
COUNTY OF Dallas)

The foregoing Intellectual Property Security Interest Agreement was executed and acknowledged before me this 9th day of March, 2012 by J. Baxter Brinkmann personally known to me to be the President of Treasure Sensor Corporation, a Texas corporation, on behalf of such corporation.

CATHY HOFMANN
Notary Public, State of Texas
My Commission Expires
February 01, 2014

Cathy L. Hofmann
NOTARY PUBLIC

My Commission Expires: 2-1-2014

(SEAL)

TRADEMARK
REEL: 004734 FRAME: 0825

BANK OF AMERICA, N.A.,
as Agent for the Lenders

By: Michelle D Diggs
Name: Michelle D. Diggs
Title: Agency Management Officer

TRADEMARK
REEL: 004734 FRAME: 0826

Exhibit A

COPYRIGHTS

[See Attached]

THE BRINKMANN CORPORATION AND SUBSIDIARIES
COPYRIGHTS

None.							

TRADEMARK
REEL: 004734 FRAME: 0828

Exhibit B

TRADEMARKS

[See Attached]

THE BRINKMANN CORPORATION
U.S. TRADEMARKS

TRADEMARK	TYPE	OWNER	DATE OF FIRST USE	FILING DATE	SERIAL NUMBER	PUB. DATE	REG. DATE	REG. NUMBER	INT'L CLASS
ARMORMAX	Word	TBC	03/27/09	08/19/10	85/111,292	07/12/11	09/27/11	4,030,886	IC 011
BACKROADS	Word	TBC	08/01/78	08/04/00	76/103,119	05/29/01	07/30/02	2,602,271	IC 011
BIG MAX	Word	TBC	08/01/78	05/06/82	73/363,133	03/08/83	05/31/83	1,240,166	IC 011
BLACK MAX	Word	TBC	08/01/78	05/06/82	73/363,132	03/08/83	05/31/83	1,240,165	IC 011
BLUE MAX	Word	TBC	06/12/78	11/01/78	73/191,706	07/07/81	09/29/81	1,171,099	IC 011
BRINKMANN	Word+Design	TBC	06/12/78	11/13/78	73/193,053	09/16/80	05/12/81	1,153,730	IC 009
BRINKMANN	Word+Design	TBC	08/24/78	11/13/78	73/193,053	09/16/80	05/12/81	1,153,730	IC 011
BRINKMANN	Word	TBC	06/12/78	01/17/03	76/483,115	10/05/04	PENDING	PENDING	IC 009
BRINKMANN	Word	TBC	01/01/79	01/17/03	76/979,024	10/05/04	06/08/10	3,797,964	IC 004
BRINKMANN	Word	TBC	01/01/79	01/17/03	76/979,024	10/05/04	06/08/10	3,797,964	IC 006
BRINKMANN	Word	TBC	01/01/90	01/17/03	76/979,024	10/05/04	06/08/10	3,797,964	IC 007
BRINKMANN	Word	TBC	01/01/90	01/17/03	76/979,024	10/05/04	06/08/10	3,797,964	IC 008
BRINKMANN	Word	TBC	06/12/78	01/17/03	76/979,024	10/05/04	06/08/10	3,797,964	IC 009
BRINKMANN	Word	TBC	09/01/75	01/17/03	76/979,024	10/05/04	06/08/10	3,797,964	IC 011
BRINKMANN	Word	TBC	01/01/90	01/17/03	76/979,024	10/05/04	06/08/10	3,797,964	IC 012
BRINKMANN	Word	TBC	08/01/92	01/17/03	76/979,024	10/05/04	06/08/10	3,797,964	IC 021
BRINKMANN	Word	TBC	01/01/79	01/17/03	76/979,024	10/05/04	06/08/10	3,797,964	IC 030
BRINKMANN BACKYARD KITCHEN	Word	TBC	10/31/00	10/11/00	76/145,244	10/22/02	11/04/03	2,779,986	IC 011
BRINKMANN OUTDOOR LIVING	Word (ITU)	TBC	PENDING	07/02/10	85/077,551	06/07/11	PENDING	PENDING	IC 004
BRINKMANN OUTDOOR LIVING	Word (ITU)	TBC	PENDING	07/02/10	85/077,554	01/10/12	PENDING	PENDING	IC 006
BRINKMANN OUTDOOR LIVING	Word (ITU)	TBC	PENDING	07/02/10	85/077,556	06/07/11	PENDING	PENDING	IC 007
BRINKMANN OUTDOOR LIVING	Word (ITU)	TBC	PENDING	07/02/10	85/077,558	06/07/11	PENDING	PENDING	IC 008
BRINKMANN OUTDOOR LIVING	Word (ITU)	TBC	PENDING	07/02/10	85/077,564	01/10/12	PENDING	PENDING	IC 009
BRINKMANN OUTDOOR LIVING	Word (ITU)	TBC	PENDING	07/02/10	85/077,568	01/17/12	PENDING	PENDING	IC 011
BRINKMANN OUTDOOR LIVING	Word (ITU)	TBC	PENDING	07/02/10	85/077,570	01/17/12	PENDING	PENDING	IC 012
BRINKMANN OUTDOOR LIVING	Word (ITU)	TBC	PENDING	07/02/10	85/077,571	01/17/12	PENDING	PENDING	IC 020
BRINKMANN OUTDOOR LIVING	Word (ITU)	TBC	PENDING	07/02/10	85/077,582	01/17/12	PENDING	PENDING	IC 021
BRINKMANN OUTDOOR LIVING	Word (ITU)	TBC	PENDING	07/02/10	85/077,584	01/24/12	PENDING	PENDING	IC 024
BRINKMANN OUTDOOR LIVING	Word (ITU)	TBC	PENDING	07/02/10	85/077,589	06/21/11	PENDING	PENDING	IC 027
BRINKMANN OUTDOOR LIVING	Word (ITU)	TBC	PENDING	07/02/10	85/077,590	05/24/11	PENDING	PENDING	IC 030
CIMARRON	Word	TBC	10/31/98	03/18/03	76/498,013	05/10/05	08/02/05	2,980,409	IC 011
COOK'N CA'JUN	Word+Design	TBC	03/05/71	05/26/71	72/393,142	-	10/03/72	944,069	IC 011
COOK'N CA'JUN	Word	TBC	03/05/71	11/21/02	76/468,869	07/29/03	10/21/03	2,775,202	IC 011
ENDURA	Word	TBC	02/02/98	09/19/00	76/132,005	03/19/02	06/11/02	2,577,651	IC 011
FISH ATTRACTOR	Word	TBC	08/04/78	02/23/01	73/194,056	11/25/80	02/23/01	1,147,585	IC 011
GLOW GRIP	Word	TBC	08/13/95	09/25/95	74/733,952	10/07/96	02/04/97	2,036,280	IC 011
GO-LED	Word	TBC	02/26/06	03/21/06	78/842,223	01/23/07	04/29/08	3,420,378	IC 011
HOME/GUARD	Word	TBC	09/16/87	04/07/89	73,791,685	08/22/89	11/14/89	1,565,778	IC 011

TRADEMARK
REEL: 004734 FRAME: 0830

THE BRINKMANN CORPORATION
U.S. TRADEMARKS

TRADEMARK	TYPE	OWNER	DATE OF FIRST USE	FILING DATE	SERIAL NUMBER	PUB. DATE	REG. DATE	REG. NUMBER	INT'L CLASS
LEGEND	Word	TBC	07/25/88	04/07/89	73/791,730	08/22/89	01/27/98	2,131,523	IC 011
LITE STICK	Word	TBC	10/01/75	11/07/08	76/694,163	11/24/09	02/09/10	3,745,644	IC 011
LONGHORN	Word	TBC	10/01/98	08/03/00	76/103,381	06/12/01	02/11/03	2,687,113	IC 011
MAGNUM MAX	Word	TBC	09/13/83	04/07/89	73/791,697	08/29/89	11/21/89	1,567,003	IC 011
MAXFIRE	Word	TBC	07/21/94	08/26/94	74/566,349	06/27/95	09/19/95	1,919,542	IC 011
MAXSTAR	Word	TBC	09/22/87	04/07/89	73/791,642	08/22/89	11/14/89	1,565,777	IC 011
MICRO-MAX	Word	TBC	06/25/87	07/15/87	73/672,180	11/10/87	02/02/88	1,474,878	IC 011
MR MEAT SMOKER	Word	TBC	05/16/70	08/08/93	74/434,292	04/26/94	07/19/94	1,845,540	IC 011
NEXSTAR	Word	TBC	06/01/98	09/24/98	75/561,903	09/07/99	08/08/00	2,376,021	IC 011
PAGODA	Word	TBC	02/17/98	05/29/01	76/265,187	04/08/08	06/24/08	3,451,674	IC 011
PITMASTER	Word	TBC	04/23/93	08/15/94	74/561,082	08/15/94	06/04/96	1,977,680	IC 011
POW-R-VAC	Word	TBC	10/27/67	10/30/90	74/110,875	10/30/90	05/26/92	1,688,801	IC 009
PRO GRIP	Word	TBC	06/22/94	08/15/94	74/561,081	08/15/94	08/15/95	1,911,251	IC 011
PRO-MAX	Word	TBC	10/21/88	10/09/90	74/104,397	10/09/90	09/24/91	1,658,148	IC 011
Q-BEAM SPOT/FLOOD	Word	TBC	07/01/74	10/11/00	76/145,245	05/07/02	07/30/02	2,600,421	IC 011
REBEL	Word	TBC	10/01/01	08/20/01	76/302,607	08/20/01	02/18/03	2,689,337	IC 011
ROADMASTER	Word	TBC	10/01/98	08/04/00	76/103,120	08/04/00	07/30/02	2,602,272	IC 011
RUSTIC PRAIRIE	Word	TBC	12/31/99	10/15/00	78/174,710	10/15/02	10/05/04	2,892,073	IC 011
SMOKE KING	Word	TBC	12/28/82	01/28/83	73/411,417	01/28/83	04/10/84	1,273,424	IC 011
SMOKE 'N GRILL	Word	TBC	09/01/75	09/22/00	76/133,949	09/22/00	08/06/02	2,603,776	IC 011
SMOKE 'N PIT	Word	TBC	02/15/63	10/17/80	73/282,186	10/17/80	01/05/82	1,184,641	IC 011
SMOKER'S BLEND	Word	TBC	02/01/93	08/14/93	74/435,977	09/14/93	07/19/94	1,845,322	IC 004
SMOKESHOP	Word	TBC	04/01/94	02/22/94	74/493,374	02/22/94	04/09/96	1,966,142	IC 004
SMOKESHOP	Word	TBC	04/01/94	02/22/94	74/493,374	02/22/94	04/09/96	1,966,142	IC 009
SMOKESHOP	Word	TBC	04/01/94	02/22/94	74/493,374	02/22/94	04/09/96	1,966,142	IC 011
SMOKESHOP	Word	TBC	04/01/94	02/22/94	74/493,374	02/22/94	04/09/96	1,966,142	IC 021
SMOKESHOP	Word	TBC	04/01/94	02/22/94	74/493,374	02/22/94	04/09/96	1,966,142	IC 024
SMOKESHOP	Word	TBC	04/01/94	02/22/94	74/493,374	02/22/94	04/09/96	1,966,142	IC 030
SOLAR GALLERY	Word	TBC	02/10/00	09/19/00	76/132,004	09/19/00	08/20/02	2,608,851	IC 011
SOLAR MAX	Word	TBC	01/18/89	03/21/89	73/788,462	03/21/89	11/21/89	1,567,000	IC 011
STILLWATER	Word	TBC	10/01/98	08/04/00	76/103,121	08/04/00	08/27/02	2,613,294	IC 011
SUPER SPOT	Word	TBC	07/01/74	12/18/98	75/608,059	12/18/98	06/27/00	2,361,642	IC 009
TRAILMASTER	Word	TBC	10/01/98	08/03/00	76/103,201	08/03/00	07/02/02	2,589,591	IC 011
TREASURE SENSOR	Word	TBC	03/01/76	08/20/01	76/302,606	08/20/01	08/06/02	2,604,522	IC 009
TRI-MAX	Word	TBC	10/25/88	10/09/90	74/104,752	10/09/90	09/29/92	1,720,085	IC 011
TROUBLE SHOOTER	Word	TBC	02/25/87	04/07/89	73/791,771	04/07/89	11/21/89	1,567,004	IC 011
TUFFMAX	Word	TBC	06/11/08	08/19/10	85/111,298	07/12/11	09/27/11	4,030,887	IC 011
URBAN PRAIRIE	Word	TBC	01/26/01	10/15/02	78/174,707	10/15/02	12/21/04	2,912,654	IC 011

TRADEMARK
REEL: 004734 FRAME: 0831

THE BRINKMANN CORPORATION
U.S. TRADEMARKS

TRADEMARK	TYPE	OWNER	DATE OF FIRST USE	FILING DATE	SERIAL NUMBER	PUB. DATE	REG. DATE	REG. NUMBER	INT'L CLASS
WEEKENDER	Word	TBC	02/08/93	01/11/95	74/620,066	01/11/95	11/28/95	1,938,846	IC 011
WINDY	Word	TBC	02/17/82	03/19/82	73/355,519	03/19/82	11/08/83	1,256,766	IC 011

TRADEMARK
REEL: 004734 FRAME: 0832

THE BRINKMANN CORPORATION
U.S. TRADEMARKS (GOODS & SERVICES)

TRADEMARK	REG. NUMBER	INT'L CLASS	GOODS & SERVICES
ARMORMAX	4,030,886	IC 011	Portable lighting products, namely, flashlights, spotlights, headlamps, lanterns, searchlights, wall lights, electric night lights, work lights, task lights, drop lights, electric and LED lights that have a clip attachment, fluorescent lamps, hand-held combination spotlights, flashlights, lanterns and task lights; [and] accessories specifically adapted for use with portable lighting products, namely [and] replacement bulbs, lighter plugs and adapters, nylon carrying holsters, belt holders, and lanyards [parts], sold together or separately with portable lighting products for use therewith
BACKROADS	2,602,271	IC 011	Portable outdoor barbecue grills and smokers, trailerable heavy duty barbecue grills and smokers, and replacement parts therefor.
BIG MAX	1,240,166	IC 011	Battery Operated Lights.
BLACK MAX	1,240,165	IC 011	Battery Operated Lights
BLUE MAX	1,171,099	IC 011	Hand-Held, High Intensity, Portable Electric Spotlights for Operation from Automotive and Marine Type Batteries, and Parts Therefor.
BRINKMANN	1,153,730	IC 009	Electrical Extension Cords, Brackets, [Radar Detectors; and Electronic Metal Detectors, Head Phones and Search Coils], and Electric Connectors for Use Therewith.
BRINKMANN	1,153,730	IC 011	Charcoal Fired and Electric Roasting, Grilling and Barbecue Cookers for Domestic Use and Portable Electric Lights and Filters, and Replacement Lamps.
BRINKMANN	PENDING	IC 009	Home security systems and components therefor, namely, motion sensitive home security lights, detectors, receivers, transmitters, adapters and wall mount brackets.
BRINKMANN	3,797,964	IC 004	Charcoal briquettes and wood chunks for use in smoking and grilling food.
BRINKMANN	3,797,964	IC 006	Metal birdbaths; metal compost bins, metal garden hose hangers, and metal tubs and metal flashlight key rings.
BRINKMANN	3,797,964	IC 007	Vacuum cleaners and accessories, namely, brushes and suction nozzles for vacuum cleaners, vacuum cleaner hoses and hose adapters, filters, filter bags for vacuum cleaners, vacuum cleaner extension wands, vacuum cleaner crevice tools, vacuum cleaner dollies, and accessory kits comprising vacuum cleaner brushes, suction nozzles, hoses, vacuum cleaner extension wands and vacuum cleaner crevice tools

THE BRINKMANN CORPORATION
U.S. TRADEMARKS (GOODS & SERVICES)

TRADEMARK	REG. NUMBER	INT'L CLASS	GOODS & SERVICES
BRINKMANN	3,797,964	IC 008	Hand tools, namely, protractor saw guides and multi-purpose hand tools comprising pliers, knife blades, screwdrivers, hole punches, bottle openers, can openers, fish scalers and files in one unit; hand utensils, namely, meat hooks
BRINKMANN	3,797,964	IC 009	Batteries; wall mount brackets for battery chargers and flashlight; cooking thermometers; electrical extension cords; electric connectors; electric converters; electronic mineral and metal detectors, flashlight and spotlight accessories sold together or separately, namely, transmitters, lighter plugs and filter caps
BRINKMANN	3,797,964	IC 011	Barbecue grills and smokers, gas cookers and gas fryers, combined outdoor gas grills comprised of a grill, side burner, hanging rack in a warming area, kitchen sink and ice bucket; replacement parts and accessories for barbecue grills and smokers and gas cookers and gas fryers sold separately, namely, charcoal lighters and charcoal starters; lighting products, namely, flashlights, spotlights, electric and fluorescent lanterns, rechargeable lights and spotlights, low voltage and solar-powered lights, electric night lights for outdoor work use, underwater and buoy lights used for fishing; flashlight and spotlight replacement parts and accessories sold together, namely, replacement bulbs, nylon and leather carry cases and holster and belt holders; flashlight and spotlight replacement parts and accessories sold separately, namely, replacement bulbs; replacement parts and accessories for barbecue grills, smokers, gas cooker and gas fryers sold separately, namely, drip pans, racks, grates, charcoal pans and water pans; candle lanterns; and portable electric fans
BRINKMANN	3,797,964	IC 012	Wheelbarrows and hand carts for carrying weighted objects and dollies
BRINKMANN	3,797,964	IC 021	House wares and garden accessories, namely, pails, rinsing tubs, dust pans, metal pans for use as drain pans, watering cans, trash cans, bird feeders
BRINKMANN	3,797,964	IC 030	Seasonings and spices
BRINKMANN BACKYARD KITCHEN	2,779,986	IC 011	Combined outdoor grill and kitchen appliance units comprised of gas grills, sinks and coolers.
BRINKMANN OUTDOOR LIVING	PENDING	IC 004	Charcoal lighter fluid; charcoal briquettes; wood chips for smoking, grilling, and flavoring foods; candle torches; patio torches

THE BRINKMANN CORPORATION
U.S. TRADEMARKS (GOODS & SERVICES)

TRADEMARK	REG. NUMBER	INT'L CLASS	GOODS & SERVICES
BRINKMANN OUTDOOR LIVING	PENDING	IC 006	Metal accessories and replacement parts for electric lighting fixtures, namely, cable clips, caps, gaskets, lens cages, metal clips for timers, pivots, hooks, knobs, risers, screws, stakes, and wire rope fittings of metal, namely, sockets; metal accessories and replacement parts for grilling products, namely, ash guards, base door stops, casters, chests, cotter pins, doors, door kits and assemblies, door handles, fireboxes, grates, hinge pins, hose hangers, meat racks, parts kits containing tools and hardware, shelf brackets, support rings, and wheels; metal gardening products, namely, bird baths, compost bins, and hose hangers; fasteners for use in boats; tubs; and shelf brackets
BRINKMANN OUTDOOR LIVING	PENDING	IC 007	Vacuum cleaners and their components, namely, brushes, crevice tools, dust filters and bags, cleaner bags, cleaner hoses, hose adapters, pumps, suction nozzles, and extension wands; power-operated sprayers for insecticides; axles and axle caps for grills
BRINKMANN OUTDOOR LIVING	PENDING	IC 008	Hand tools, namely, digging tools for burying cables, files, ice picks, tongs, protractor saw guides, can openers, pliers, screwdrivers, scalers, and meat hooks; household utensils, namely, knives, forks, and spoons
BRINKMANN OUTDOOR LIVING	PENDING	IC 009	Accessories and replacement parts for portable lighting products, namely, batteries, battery chargers, battery packs, battery sticks, carrying cases, lens filters, and specialty holsters; optical lens covers; plug-in connectors; electronic mineral and metal detectors; wall mount brackets; extension cords; electric outlet boxes; electric outlet box covers; electric outlets; electric plugs; cooking thermometers; LED, low voltage and HID light controls; accessories and replacement parts for electric lighting fixtures, namely, battery packs, bulbs, cables, cable connectors, caps for lighting fixtures, converters, decorative hooks, decorative rods, electric couplings, electric wires, conductors and connection fittings therefor, electrical connector housings, electrical controllers, electrical terminal blocks, gaskets for light fixtures, glass lantern globes, knobs, lamps, lens cages, lens covers, lenses, light reflectors, metal clips for timers, mounting rings, poles with electrical sources in protective covers, riser assemblies, risers, screws, sockets for electric lights, stakes, timers, power distribution boxes, replacement bulbs, rechargeable electric batteries, sheathes for electric cables, solar batteries, stakes, timers, and transformers

THE BRINKMANN CORPORATION
U.S. TRADEMARKS (GOODS & SERVICES)

TRADEMARK	REG. NUMBER	INT'L CLASS	GOODS & SERVICES
BRINKMANN OUTDOOR LIVING	PENDING	IC 011	Electric lighting fixtures, namely, landscape lighting, lanterns, LED (light emitting diode) lighting fixtures, low voltage fixtures, solar powered lighting fixtures, bollards, candle lanterns, ceiling fans, ceiling lights, deck lights, decorative lights for use near or under water, electric light decorative strings, electrical lighting fixtures for use with 120, 110 and 12 watt voltage, HID light fixtures, luminaries, night lights, outdoor patio umbrella lighting, rope lights for trees, shrubs and bushes, tree landscape lighting, fixtures that drape or hang from outdoor patio umbrellas, torches, wall lights, and well lights; filters, heaters and pumps sold in combination for use in outdoor landscape gardens, pools, and ponds; misting systems and mats for outdoor cooling for use alone or with outdoor chairs and lounges; misting systems and mats with electric lighting; outdoor automated mist systems for insect and pest control; accessories and replacement parts for electric lighting fixtures, namely, cables, cable connectors, conductors and connection fittings therefor, converters, covers, electric plugs, electric cords, electric couplings, electric sensors, electric wires, electrical connector housings, electrical controllers, electrical terminal blocks, poles with electrical sources in protective covers, power distribution boxes, replacement bulbs, rechargeable electric batteries, risers, sheathes for electric cables, solar batteries, sockets for electric lights, solar panels, timers, transformers, and voltage regulators for electric power; portable lighting products, namely, flashlights, fluorescent lamps and tubes, floodlights, hand-held combination spotlights and flashlights, headlamps, lanterns, search lights, spot lights, and tactical flashlights; accessories for portable lighting products, namely, fiber optic attachments for use with flashlights. portable electric fans, ceiling fans, electric heaters, and patio heaters; underwater and buoy lights used for fishing; trailer lights for boats; optical lens covers; plug-in connectors; light reflectors; wall mount brackets; electric bulbs; electric lamps; electric outlet boxes; electric outlet box covers; electric outlets; trailer lights; grilling products, namely, barbecue grills, charcoal grills, electric grills, gas grills, ovens, roasters, rotisseries, smokers, stoves, trailerable heavy duty grills and smokers, folding portable grills, gas and electric deep fat cookers and fryers. replacement parts and accessories for grilling products, namely, air vents and air vent dampers, ash collector boxes, ash pans, ash trays, axles, axle caps, bezels, burners, canopies, canopy grommets, carts, cart brackets, casters, ceramic briquettes, ceramic tile inlays, charcoal ash cups, (con't below)

THE BRINKMANN CORPORATION
U.S. TRADEMARKS (GOODS & SERVICES)

TRADEMARK	REG. NUMBER	INT'L CLASS	GOODS & SERVICES
BRINKMANN OUTDOOR LIVING	PENDING	IC 011 (con't)	charcoal lighters, charcoal pans, cleaning tools, conduits and conduit connectors, convection ovens, cooking grids, cotter pins, crossover channels, domes, doors, door kits, base door stops, drawers, drawer kits, drip pans, end caps, fireboxes, grate adjusters, grates, grease cups, grease cup brackets, grill basket guides, grill basket hangers, grill baskets, grill covers, grill lights, grill scrubbers, handle stops, handles, heat shield plates, heat shields, heating elements, hinge pins, hood bumper stops, hood liner inserts, hoods, hoses, hubcaps, igniter rubber caps, kick plates, knobs, lava rocks, legs, lids, meat racks, name plates, packaged kits containing grill assembly components and tools, pan brackets, panel bases, panel frames, panel supports, panels, pans, pivots, power cords, rails, regulators, shelves, side tables, spark igniters, springs, support rings, tables and carts designed to hold grills, thermometer gauges, warming trays, water pans, wheels, wood chips, wood flakes, and natural gas conversion kits comprising hoses and tools for hook-up
BRINKMANN OUTDOOR LIVING	PENDING	IC 012	Wheelbarrows; dollies; fitted covers for boats and marine vehicles; hand carts for carrying weighted objects; utility trailers for portable grills; carts for grills; cart brackets; canopies and canopy grommets for grills; grill heat shields; and grill heat shield plates
BRINKMANN OUTDOOR LIVING	PENDING	IC 020	Non-metal accessories and replacement parts for electric lighting fixtures, namely, caps, clips for timers, hooks, knobs, riser assemblies, risers, screws, stakes, wall brackets, and shelf brackets; plastic decorative mounting hardware used in the assembling and securing of Christmas decorations, namely, hooks, stakes, supports and tree clips; non-metal casters; cart brackets; bins; storage racks; fasteners; non-metal key rings; non-metal support rings for grills; wall brackets; shelf brackets; gazing globes; and patio furniture
BRINKMANN OUTDOOR LIVING	PENDING	IC 021	Cooking and grilling tools and accessories, namely, ash guards, ash pans, charcoal water pans, ceramic tile inlays, cooking skewers, cooking tool sets, drip pans, fireboxes, graters, griddles, grill covers, grill scrubbers, grates, grease trays, ice containers, kitchen tongs, marinade injectors, meat racks, paddles, pan liners, pots, skimmers, spatulas, wire baskets, wire brushes, and natural gas conversion kits comprising hoses and tools for hook-up; funnels; and camping grills
BRINKMANN OUTDOOR LIVING	PENDING	IC 024	Oven mitts; unfitted covers for boats and marine vehicles; and swags for electric light fixtures
BRINKMANN OUTDOOR LIVING	PENDING	IC 027	Grill mats
BRINKMANN OUTDOOR LIVING	PENDING	IC 030	Seasonings, marinades, flavorings, and dry rubs
CIMARRON	2,980,409	IC 011	Portable outdoor barbecue grills and smokers, and parts therefor.
COOK'N CA'JUN	944,069	IC 011	Gas cooking unit and charcoal smoker.
COOK'N CA'JUN	2,775,202	IC 011	Cooking apparatus, namely, gas, charcoal, and electric smokers, grills, and cookers.

THE BRINKMANN CORPORATION
U.S. TRADEMARKS (GOODS & SERVICES)

TRADEMARK	REG. NUMBER	INT'L CLASS	GOODS & SERVICES
ENDURA	2,577,651	IC 011	electric outdoor lights.
FISH ATTRACTOR	1,147,585	IC 011	Battery Operated Portable Light.
GLOW GRIP	2,036,280	IC 011	portable, battery-operated lighting products, namely, flashlights.
GO-LED	3,420,378	IC 011	LED night lights
HOME/GUARD	1,565,778	IC 011	Rechargeable electric lights.
LEGEND	2,131,523	IC 011	Flashlights
LITE STICK	3,745,644	IC 011	Portable fluorescent lights
LONGHORN	2,687,113	IC 011	Portable outdoor barbecue grills and smokers, [trailerable heavy duty barbecue grills and smokers,] and parts therefor.
MAGNUM MAX	1,567,003	IC 011	Hand-held electric spotlights.
MAGNUM MAXFIRE		IC 011	Hand-held portable lights, namely flashlights and spotlights
MAXFIRE	1,919,542	IC 011	portable, battery-operated lighting products, namely flashlights.
MAXSTAR	1,565,777	IC 011	Electric lanterns.
MICRO-MAX	1,474,878	IC 011	Portable lighting products - namely, flashlights.
MR MEAT SMOKER	1,845,540	IC 011	food preparation equipment; namely, portable electric and charcoal cookers and parts and components therefor for commercial or domestic use.
NEXSTAR	2,376,021	IC 011	Portable lighting products, namely flashlights.
PAGODA	3,451,674	IC 011	Electric outdoor lights.
PITMASTER	1,977,680	IC 011	barbeque smokers, namely units for smoke cooking and grilling of food.
POW-R-VAC	1,688,801	IC 009	electric vacuum cleaners for domestic use.
PRO GRIP	1,911,251	IC 011	portable, battery-operated lighting products, namely flashlights.
PRO-MAX	1,658,148	IC 011	portable lighting products; namely, flashlights.
Q-BEAM SPOT/FLOOD	2,600,421	IC 011	Lighting apparatus and instruments - namely, a hand-held combination spotlight and floodlight.
REBEL	2,689,337	IC 011	Portable lights, namely, flashlights.
ROADMASTER	2,602,272	IC 011	Portable outdoor barbecue grills and smokers, trailerable heavy duty barbecue grills and smokers, and replacement parts therefor.
RUSTIC PRAIRIE	2,892,073	IC 011	Solar-powered outdoor lighting
SMOKE KING	1,273,424	IC 011	Smoker Grill.
SMOKE 'N GRILL	2,603,776	IC 011	barbecue grills and smokers.
SMOKE 'N PIT	1,184,641	IC 011	Roasting and Barbecuing Pits.
SMOKER'S BLEND	1,845,322	IC 004	hickory and mesquite wood smoking briquets.
SMOKESHOP	1,966,142	IC 004	charcoal briquettes, wood smoking briquettes and wood chunks for use in smoking and grilling food.

THE BRINKMANN CORPORATION
U.S. TRADEMARKS (GOODS & SERVICES)

TRADEMARK	REG. NUMBER	INT'L CLASS	GOODS & SERVICES
SMOKESHOP	1,966,142	IC 009	electric converters.
SMOKESHOP	1,966,142	IC 011	outdoor cooking grills, electric, gas and charcoal outdoor cookers and smoker grills for domestic use, and metal ash guards for outdoors cooking and smoking grills; electric heating elements for cooking appliances; and fitted covers for outdoor cooking grills made of vinyl
SMOKESHOP	1,966,142	IC 021	skewers and crab tongs; metal water pans, rib racks, and strainer and smoker baskets for cooking.
SMOKESHOP	1,966,142	IC 024	oven mitts.
SMOKESHOP	1,966,142	IC 030	spices
SOLAR GALLERY	2,608,851	IC 011	electric outdoor lights.
SOLAR MAX	1,567,000	IC 011	Solar powered electric outdoor lights.
STILLWATER	2,613,294	IC 011	Portable outdoor barbecue grills and smokers, [trailerable heavy duty barbecue grills and smokers,] and replacement parts therefor.
SUPER SPOT	2,361,642	IC 009	Lighting apparatus and instruments - namely, portable spotlights, replacement lamps, lens filters and accessories therefor.
TRAILMASTER	2,589,591	IC 011	Portable outdoor barbecue grills and smokers, [trailerable heavy duty barbecue grills and smokers,] and replacement parts therefor.
TREASURE SENSOR	2,604,522	IC 009	Electronic mineral and metal detectors.
TRI-MAX	1,720,085	IC 011	portable lighting products; namely, flashlights.
TROUBLE SHOOTER	1,567,004	IC 011	Electric fluorescent lights, work lights and spot lights.
TUFFMAX	4,030,887	IC 011	portable lighting products, namely, flashlights, spotlights, headlamps, lanterns, searchlights, wall lights, electric night lights, work lights, task lights, drop lights, electric and LED lights that have a clip attachment, fluorescent lamps, hand-held combination spotlights, flashlights, lanterns and task lights; [and] accessories specifically adapted for use with portable lighting products, namely [and] replacement bulbs, lighter plugs and adapters, nylon carrying holsters, belt holders, and lanyards [parts], sold together or separately with portable lighting products for use therewith
URBAN PRAIRIE	2,912,654	IC 011	Solar-powered outdoor lighting.
WEEKENDER	1,938,846	IC 011	smokers and grills, namely barbecue smokers and barbecue grills used in food preparation.
WINDY	1,256,766	IC 011	Portable Fans.

THE BRINKMANN CORPORATION
FOREIGN TRADEMARKS

TRADEMARK	COUNTRY	OWNER	DATE OF FIRST USE	FILING DATE	REG. DATE	REG. NUMBER	INT'L CLASS
BRINKMANN (Word Mark)	CA	TBC	09/01/75	09/12/00	06/17/04	TMA613,042	IC 1,2,3
BRINKMANN (Word Mark)	CN	TBC	09/01/75	08/22/00	10/21/01	1,654,078	IC 011
BRINKMANN (Word Mark)	EU	TBC	09/01/75	07/31/00	10/23/01	1,784,537	IC 011
BRINKMANN (Word Mark)	HK	TBC	09/01/75	07/31/00	10/23/02	13722/2002	IC 011
BRINKMANN (Word Mark)	JP	TBC	09/01/75	08/15/00	11/16/01	4,522,252	IC 011
BRINKMANN (Word Mark)	MX	TBC	09/01/75	07/31/00	11/27/01	723,856	IC 011
BRINKMANN Q-BEAM	DE	TBC	07/01/74	02/04/81	11/27/91	1,035,861	IC 011
MICRO-MAX	CA	TBC	06/25/87	01/15/88	03/31/89	354,043	IC 011
MICRO-MAX	MX	TBC	06/25/87	02/02/04	04/07/04	828,761	IC 011
MICRO-MAX	AU	TBC	06/25/87	01/19/88	12/12/89	A479,822	IC 011
MICRO-MAX	UK	TBC	06/25/87	01/19/88	01/22/88	1,332,857	IC 011
MICRO-MAX	FR	TBC	06/25/87	01/19/88	08/09/88	1,445,697	IC 011
MICRO-MAX	JP	TBC	06/25/87	01/16/88	02/26/99	4244697	IC 011
MICRO-MAX	IT	TBC	06/25/87	01/22/88	02/08/90	522,158	IC 011
MICRO-MAX	DE	TBC	06/25/87	01/21/88	01/21/88	1,149,175	IC 011
MICRO-MAX	MX	TBC	06/25/87	02/02/04	04/07/04	Reg. 828761	IC 011
Q-BEAM	CA	TBC	04/25/68	11/01/79	09/19/80	250,561	IC 011
Q-BEAM	S.Korea	TBC	04/25/68	09/22/92	01/21/93	84,306	IC 011
Q-BEAM	MX	TBC	04/25/68	06/01/79	01/04/80	240,416	IC 011
Q-BEAM	JP	TBC	04/25/68	08/15/00	08/15/02	100,066,692	IC 011
SMOKE 'N GRILL	CA	TBC	09/01/75	11/01/79	11/04/80	252,007	IC 011
SMOKE 'N PIT	CA	TBC	02/15/63	11/01/79	03/20/81	TMA 256,935	IC 011
SMOKE 'N PIT	JP	TBC	02/15/63	5/29/1980	09/27/95	1808088 2006-514234	IC 019; 011
SPORTSMAN SMOKER	CA	TBC	04/15/77	11/01/79	10/16/81	TMA 263463	IC 011
STILLWATER	US	TBC	10/01/98	08/04/00	08/27/02	2,613,294	IC 011
TREASURE SENSOR	CA	TBC	05/28/76	11/01/79	08/29/80	249,912	IC 009

THE BRINKMANN CORPORATION
FOREIGN TRADEMARKS - GOODS & SERVICES

TRADEMARK	COUNTRY	REG. NUMBER	INT'L CLASS	GOODS & SERVICES
BRINKMANN (Word Mark)	CA	TMA613,042	IC 1,2,3	1) Barbecues, smokers and grills; 2) portable electric lights, flashlights, yardlights, light fixtures, spotlights, and solar rechargeable lights, and accessories therefor, namely replacement lamps and filters; 3) charcoal fired and electric roasting, grill
BRINKMANN (Word Mark)	CN	1,654,078	IC 011	Barbecues, Smokers and grills; portable electric lights; flashlights (electric torch); yard lights; spotlights; solar rechargeable lights; lighting apparatus and installations.
BRINKMANN (Word Mark)	EU	1,784,537	IC 011	Apparatus for lighting, heating and cooking; barbecues; barbecue apparatus; smokers; grills; portable electric lights, flash lights, yard lights, light fixtures, spotlights, solar rechargeable lights; light bulbs; filters for lights; lamps; parts and fittings for all the aforesaid goods
BRINKMANN (Word Mark)	HK	13722/2002	IC 011	Barbecues, smoke grills, grills; portable electric lights, flashlights, lights for outdoor use, light fixtures, spotlights, solar rechargeable lights and parts and fittings therefor; replacement lamps and lens covers for filitering light beam for spotlight
BRINKMANN (Word Mark)	JP	4,522,252	IC 011	(Japan)

TRADEMARK
REEL: 004734 FRAME: 0841

THE BRINKMANN CORPORATION
FOREIGN TRADEMARKS - GOODS & SERVICES

TRADEMARK	COUNTRY	REG. NUMBER	INT'L CLASS	GOODS & SERVICES
BRINKMANN (Word Mark)	MX	723,856	IC 011	parrillas (aparatos para cocinar); asador (aparatos para cocinar): aparatos de alumbrado portatiles; lamparas sordas, linternas y linternas de alumbrado, lamparas de patio, aparatos de alumbrado tales como faros de vehiculos, faroles, instalaciones de alumbrado, luces solares y los accesorios de todos los productos antes mencionados incluidos en esta clase como filtros (partes de instalaciones domesticas o industriales); excluyendo aparatos para purificacion de liquidos y gases, filtros dispositivos o filtros para coalisar y extraer particulas de emulsiones e instalaciones de ventilacion. Grills (cooking appliances); GRILL (cooking appliances) PORTABLE LIGHTING DEVICES, flashlight, flashlights and LANTERNS LIGHTING, PATIO LAMPS, LIGHTING APPARATUS FOR VEHICLES SUCH AS LIGHTS, Street Light, Lighting, SOLAR AND LIGHT ACCESSORIES FOR ALL THE ABOVE PRODUCTS INCLUDED IN THIS CLASS AS filters (parts of household or industrial installations), EXCLUDING APPARATUS FOR LIQUID AND GAS PURIFICATION, FILTERS FILTERS COALISAR O DEVICES AND REMOVE PARTICLES OF EMULSIONS AND INSTALLATION OF VENTILATION.
BRINKMANN Q-BEAM	DE	1,035,861	IC 011	PORTABLE ELECTRIC LIGHTS AND ACCESSORIES THEREFOR-NAMELY, REPLACEMENT LAMPS AND FILTERS
MICRO-MAX	CA	354,043	IC 011	PORTABLE LIGHTING PRODUCTS - NAMELY, FLASHLIGHTS.
MICRO-MAX	MX	828,761	IC 011	PORTABLE LIGHTING PRODUCTS - NAMELY, FLASHLIGHTS.
MICRO-MAX	AU	A479,822	IC 011	PORTABLE LIGHTING PRODUCTS - NAMELY, FLASHLIGHTS.
MICRO-MAX	UK	1,332,857	IC 011	PORTABLE LIGHTING PRODUCTS - NAMELY, FLASHLIGHTS.
MICRO-MAX	FR	1,445,697	IC 011	PORTABLE LIGHTING PRODUCTS - NAMELY, FLASHLIGHTS.
MICRO-MAX	JP	4,244,697	IC 011	PORTABLE LIGHTING PRODUCTS - NAMELY, FLASHLIGHTS.
MICRO-MAX	IT	522,158	IC 011	PORTABLE LIGHTING PRODUCTS - NAMELY, FLASHLIGHTS.

THE BRINKMANN CORPORATION
FOREIGN TRADEMARKS - GOODS & SERVICES

TRADEMARK	COUNTRY	REG. NUMBER	INT'L CLASS	GOODS & SERVICES
MICRO-MAX	DE	1,149,175	IC 011	PORTABLE LIGHTING PRODUCTS - NAMELY, FLASHLIGHTS.
MICRO-MAX	MX	Reg. 828761	IC 011	PORTABLE LIGHTING PRODUCTS - NAMELY, FLASHLIGHTS.
Q-BEAM	CA	250,561	IC 011	PORTABLE ELECTRIC LIGHTS AND ACCESSORIES THEREFOR-NAMELY, REPLACEMENT LAMPS AND FILTERS
Q-BEAM	S.Korea	84,306	IC 011	PORTABLE ELECTRIC LIGHTS AND ACCESSORIES THEREFOR-NAMELY, REPLACEMENT LAMPS AND FILTERS
Q-BEAM	MX	240,416	IC 011	PORTABLE ELECTRIC LIGHTS AND ACCESSORIES THEREFOR-NAMELY, REPLACEMENT LAMPS AND FILTERS
Q-BEAM	JP	100,066,692	IC 011	PORTABLE ELECTRIC LIGHTS AND ACCESSORIES THEREFOR-NAMELY, REPLACEMENT LAMPS AND FILTERS
SMOKE 'N GRILL	CA	252,007	IC 011	barbecue grills and smokers.
SMOKE 'N PIT	CA	TMA 256.935	IC 011	Roasting and Barbecuing Pits
SMOKE 'N PIT	JP	1808088 2006-514234	IC 019; 011	Roasting and Barbecuing Pits Ovens for roasting, grilling, barbecuing or steaming using a charcoal as a fuel, and its net, ash guard, rib rack (excluding those for industrial use)
SPORTSMAN SMOKER	CA	TMA 263463	IC 011	(1) Electric roasting and grilling barbecue cooker for domestic use.
STILLWATER	US	2,613,294	IC 011	Portable outdoor barbecue grills and smokers, [trailerable heavy duty barbecue grills and smokers,] and replacement parts therefor.
TREASURE SENSOR	CA	249,912	IC 009	(1) Electronic mineral and metal detector and accessories for plastic ground marks for use with electronic mineral and metal detector

DALLAS MANUFACTURING COMPANY, INC.
U.S. TRADEMARKS

TRADEMARK	TYPE	OWNER	DATE OF FIRST USE	FILING DATE	SERIAL NUMBER	PUB. DATE	REG. DATE	REG. NUMBER	INT'L CLASS
CEDARSACK	Word	DMC	08/03/89	03/12/90	74/037,551	10/30/90	01/22/91	1,632,382	IC 020
COZY PET	Word	DMC	08/01/90	02/13/91	74/138,856	10/15/91	01/07/92	1,671,141	IC 020
GREAT DIVIDE	Word	DMC	09/01/05	07/11/05	78/667,588	12/26/06	12/18/07	3,357,287	IC 020
GULF STREAM	Word	DMC	02/01/90	02/13/91	74/138,683	06/16/92	09/08/92	1,713,771	IC 022
HARBOR MASTER	Word	DMC	09/01/89	02/13/91	74/138,760	06/16/92	09/08/92	1,713,438	IC 012
NUZZLER	Word	DMC	12/12/02	02/25/08	76/687,096	01/06/09	03/24/09	3,593,564	IC 020
PERFECT SCENTS	Word	DMC	02/15/06	01/04/06	78/785,058	01/09/07	09/25/07	3,299,687	IC 003
POOCH PILLOW	Word	DMC	03/01/90	11/20/92	74/332,998	05/04/93	07/27/93	1,784,159	IC 020
REPTARIUM	Word	DMC	06/20/96	07/18/96	75/135,778	10/21/97	03/03/98	2,140,147	IC 021
SHERPS	Word	DMC	07/12/94	07/28/94	74/555,447	06/06/95	11/26/96	2,019,628	IC 028
SOFT SPOT	Word	DMC	12/12/02	05/04/07	76/676,501	10/30/07	06/17/08	3,450,018	IC 020
SOFTRAY	Word	DMC	09/11/03	05/03/04	76/590,102	12/27/05	01/23/07	3,202,499	IC 021
SWEET DREAMS	Word	DMC	06/01/94	09/30/94	74/580,591	09/30/94	09/05/95	1,916,491	IC 020
TERRAFORM	Word	DMC	11/15/97	07/12/96	75/133,014	01/21/97	08/04/98	2,179,141	IC 016
THE WAG BAG	Word	DMC	07/01/89	02/13/91	74/138,681	10/22/91	01/14/92	1,671,769	IC 020
WOODLAND SERIES	Word	DMC	07/01/05	07/11/05	78/667,601	12/19/06	12/11/07	3,353,514	IC 020

DALLAS MANUFACTURING COMPANY, INC.
U.S. TRADEMARKS (GOODS & SERVICES)

TRADEMARK	REG. NUMBER	INT'L CLASS	GOODS & SERVICES
CEDARSACK	1,632,382	IC 020	portable beds for pets
COZY PET	1,671,141	IC 020	portable beds for pets
GREAT DIVIDE	3,357,287	IC 020	Beds for household pets, portable beds for pets, weatherproof pet beds, pet cushions, pet furniture, pet crates
GULF STREAM	1,713,771	IC 022	unfitted boat covers
HARBOR MASTER	1,713,438	IC 012	fitted boat covers for runabouts and fishing boats
NUZZLER	3,593,564	IC 020	Pet beds
PERFECT SCENTS	3,299,687	IC 003	Non-medicated grooming preparations for pets, namely water-based odor repelling solutions sprayed on animals using a hand-held brush; IC 21: Animal grooming brushes, electric brushes for grooming animals, and devices for grooming pets and animals comprised of a built-in brush head and dispenser or sprayer for dispensing non-medicated preparations for pet grooming, said device sold empty
POOCH PILLOW	1,784,159	IC 020	pet products; namely, cedar filled beds and the like
REPTARIUM	2,140,147	IC 021	Pet cages
SHERPS	2,019,628	IC 028	dog toys made in part with synthetic sheepskin
SOFT SPOT	3,450,018	IC 020	Beds for household pets, portable beds for pets, weatherproof pet beds, pet cushions and pet furniture
SOFTRAY	3,202,499	IC 021	Linings for pet cages
SWEET DREAMS	1,916,491	IC 020	pet beds
TERRAFORM	2,179,141	IC 016	pet vivariums and components and accessories therefor
THE WAG BAG	1,671,769	IC 020	portable beds for pets
WOODLAND SERIES	3,353,514	IC 020	Beds for household pets, portable beds for pets, weatherproof pet beds, pet cushions and pet furniture

SUBSIDIARY ENTITIES
U.S. TRADEMARKS

TRADEMARK	TYPE	OWNER	DATE OF FIRST	FILING DATE	SERIAL NUMBER	PUB. DATE	REG. DATE	REG. NUMBER	INT'L CLASS
Q-BEAM	Word	QBC	04/25/68	12/04/75	73/070,807	-	10/05/76	1,049,479	IC 011
VIRTUTE ET LABORE STUBBS COLLECTION	Word+Design	SCI	11/01/92	02/22/95	74/638,063	10/03/95	12/26/95	1,944,320	IC 025
VIRTUTE ET LABORE STUBBS COLLECTION	Word+Design	SCI	11/01/92	02/28/95	74/639,852	10/10/95	07/19/05	2,970,822	IC 025

TRADEMARK
REEL: 004734 FRAME: 0846

SUBSIDIARY ENTITIES
U.S. TRADEMARKS (GOODS & SERVICES)

TRADEMARK	REG. NUMBER	INT'L CLASS	GOODS & SERVICES
Q-BEAM	1,049,479	IC 011	Portable electric lights and accessories therefor - namely, replacement lamps and filters.
VIRTUTE ET LABORE STUBBS COLLECTION	1,944,320	IC 025	clothing, namely shirts
VIRTUTE ET LABORE STUBBS COLLECTION	2,970,822	IC 025	Clothing, namely - blouses, [belts, sport coats, dresses, hats, jeans, jackets, lingerie, neckties, pants,] shirts, [shorts,] skirts, [sweaters, turtlenecks,] and vests

TRADEMARK
REEL: 004734 FRAME: 0847

SUBSIDIARY ENTITIES
FOREIGN TRADEMARKS

TRADEMARK	COUNTRY	OWNER	DATE OF FIRST USE	FILING DATE	REG. DATE	REG. NUMBER	INT'L CLASS
Stubbs Collection Logo Design	Germany	SCI	11/01/92	12/14/95	07/15/96	395 52 330	IC 025
Stubbs Collection	Germany	SCI	11/01/92	12/14/95	07/15/96	395 52 331	IC 025

TRADEMARK
REEL: 004734 FRAME: 0848

Exhibit C

LICENSES

[See Attached]

THE BRINKMANN CORPORATION AND SUBSIDIARIES
LICENSES

Company	Licensor	Licensed Property	Products Covered	Date
The Brinkmann Corporation	Kevin Hester, Cajun Chickcan, L.L.C., and Cajun Chickcan of Texas, LLP	U.S. Patent Nos. 6,503,551, 6,557,460, and 6,460,452	Chicken Roaster (812-9009-S)	12/10/10
The Brinkmann Corporation	Quizel, Inc.	U.S. Patent No. D409,780	Mirage Hanging Lights (822-0418-0)	04/16/01
The Brinkmann Corporation	Thomas Payne	U.S. Patent No. 4,947,304	Starfire Clip (800-1515-0)	08/26/89

TRADEMARK
REEL: 004734 FRAME: 0850

Exhibit D

PATENTS

[See Attached]

THE BRINKMANN CORPORATION
U.S. UTILITY PATENTS - GRILLS

DESCRIPTION	PATENT NAME	PATENT TYPE	OWNER	APP. DATE	APP. NO.	PUB. DATE	PUB. NO.	PATENT NUMBER	ISSUE DATE
NATURAL GAS CONVERSION KIT	STOP MECHANISM FOR REGULATING THE FLOW OF	Provisional	TBC	08/08/08	61/087,561				
		Utility	TBC	08/07/09	12/537,827	02/10/11	2011/0030501	PENDING	PENDING
GAS COOKING APPLIANCE HAVING AN AUTOMATIC GAS	AUTO-GAS SHUT OFF VALVE	Provisional	TBC	04/30/09	61/174,111				
		Utility	TBC	02/26/10	12/713,422	11/04/10	2010/0275897	PENDING	PENDING
QUICK ASSEMBLY CART	QUICK ASSEMBLY GRILL AND METHOD	Provisional	TBC	04/23/09	61/172,178				
		Utility	TBC	02/18/10	12/707,832	10/28/10	2010/0269814	PENDING	PENDING
NEW QUICK ASSEMBLY CART	QUICK ASSEMBLY GRILL AND METHOD	Provisional	TBC	04/23/09	61/172,178				
		Utility	TBC	07/21/11	13/188,198	01/26/12	2012/0017890	PENDING	PENDING
PARTITIONED GRILL AND ROTISSERIE	GRILL SYSTEM	Provisional	TBC	05/03/11	61/482,112				
		Utility	TBC					PENDING	PENDING

TRADEMARK
REEL: 004734 FRAME: 0852

THE BRINKMANN CORPORATION
U.S. UTILITY PATENTS - LOW-VOLTAGE

DESCRIPTION	PATENT NAME	PATENT TYPE	OWNER	APP. DATE	APP. NO.	PUB. DATE	PUB. NO.	PATENT NUMBER	ISSUE DATE
Low Voltage Outdoor Light Fixture - Lens	LOW VOLTAGE OUTDOOR LIGHT FIXTURE	Utility	TBC	08/09/91	742,916			5,297,013	03/22/94
Low Voltage Outdoor Light Fixture - Connector	LOW VOLTAGE OUTDOOR LIGHT FIXTURE - BR105 -	Utility	TBC	08/09/91	742,917			5,280,417	01/18/94

TRADEMARK
REEL: 004734 FRAME: 0853

THE BRINKMANN CORPORATION
U.S. UTILITY PATENTS - HAND-HELD LIGHTING

DESCRIPTION	PATENT NAME	OWNER	FILING DATE	APP. NUMBER	PATENT NUMBE	ISSUE DATE
Mini Q-Beam Cordless &	HANDHELD SPOTLIGHT HAVING A BATTERY BY-PASS	TBC	12/03/99	09/454,12	6,364,50	04/02/02
Convex Lens Patent	FLASHLIGHT - L.E.D.	TBC	06/25/03	10/606118	6,932,49	08/23/06
Convex Lens Patent	FLASHLIGHT - L.E.D.	TBC	08/04/05	11/198409	7,152,99	12/26/06
Convex Lens Patent	FLASHLIGHT - L.E.D.	TBC	06/25/03	10/606118	6,932,49	08/23/06
Convex Lens Patent	FLASHLIGHT - L.E.D.	TBC	08/04/05	11/198409	7,152,99	12/26/06
Q-Beam Max Million 3,000,000	PORTABLE LIGHT HAVING MULTI-MODE REFLECTOR	TBC	08/16/05	11/205,83	7,682,03	03/23/10

TRADEMARK
REEL: 004734 FRAME: 0854

THE BRINKMANN CORPORATION
U.S. UTILITY PATENTS - OTHER

DESCRIPTION	PATENT NAME	PATENT	OWNER	APP. DATE	APP. NO.	PUB. DATE	PUB. NO.	PATENT NUMBER	ISSUE DATE
Exercise Device	EXERCISE DEVICE WITH A SAFETY	Utility	TBC	05/05/05	11/122,35	11/09/06	2006/0252609	7,455,629	11/25/08

TRADEMARK
REEL: 004734 FRAME: 0855

TRADEMARK
REEL: 004734 FRAME: 0856

THE BRINKMANN CORPORATION
U.S. DESIGN PATENTS - GRILLS

DESCRIPTION	PATENT NAME	OWNER	FILING DATE	APP. NUMBER	PATENT NUMBER	ISSUE DATE
Grill King Deluxe Charcoal Grill and Smoker	GRILL	TBC	06/28/00	29/125,961	D450,215	11/13/01
Grill King Heavy-Duty Charcoal Grill & Smoker	GRILL	TBC	06/28/00	29/125,962	D450,216	11/13/01
Gas Camping Stove	COOKING STOVE	TBC	05/17/01	29/142161	D462,562	09/10/02
Brinkmann Backyard Kitchen	OUTDOOR KITCHEN	TBC	09/19/00	29/129,750	D476,188	06/24/03
Vertical Smoker Heavy-Duty Charcoal / Wood Smoker & Grill	VERTICAL SMOKER	TBC	02/05/03	29/175536	D493,328	07/27/04
Turkey Fryer Stand	TURKEY FRYER STAND	TBC*	09/26/03	29/190696	D503,068	03/22/05
Single Burner Camp Stove	PORTABLE STOVE	TBC**	03/25/04	29/202,180	D512,264	12/06/05
Two Burner Camp Stove	PORTABLE STOVE	TBC*	04/30/04	29/204596	D514,871	02/14/06
Ultra High-End SS Grill (4905)	GRILL	TBC	09/21/05	29/238842	D536,918	02/20/07
Ultra High-End SS Grill Lid (Model 4905)	GRILL LID	TBC	12/07/06	29/269,786	D554,944	11/13/07
J-Lid 6330 and 6340	GRILL LID	TBC	04/25/06	29/258778	D557,066	12/11/07
2007 Charcoal Version A2 Grill Lid	GRILL LID	TBC	07/07/06	29/262,700	D557,067	12/11/07
4400RB Grill Lid	GRILL LID	TBC	02/09/07	29/272,511	D557,068	12/11/07
Drop-In Lid	GRILL LID	TBC	06/14/06	29/261,581	D557,555	12/18/07
6345 Target Seamless Lid	GRILL LID	TBC	06/14/06	29/261,584	D557,556	12/18/07
Model HD Xcast 5BA Grill Lid	GRILL LID	TBC	08/29/06	29/265,406	D557,557	12/18/07
6320 RB Beveled Lid	GRILL LID	TBC	09/01/06	29/265,568	D557,558	12/18/07
2007 Charcoal Version B2 Grill Lid	GRILL LID	TBC	07/07/06	29/262,701	D558,518	01/01/08
Professional Charcoal Grill	GRILL	TBC	06/01/06	29/260,908	D560,415	01/29/08
Island Grill	GRILL	TBC	06/23/06	29/262,040	D560,416	01/29/08
2007 Charcoal Version A2 Grill	GRILL	TBC	07/07/06	29/262,699	D560,417	01/29/08
Model HD Xcast 5BA Grill	GRILL	TBC	08/29/06	29/265,403	D560,418	01/29/08
Chef's Island Grill	GRILL	TBC	01/09/07	29/271,112	D560,419	01/29/08
6320R AD Grill Lid - Smiley Face	GRILL LID	TBC	11/30/06	29/269,570	D562,629	02/26/08
Grill Lid (Split Lid)	GRILL LID	TBC	05/21/07	29/286,928	D562,630	02/26/08
6320RC D Elec-Tech Island Grill	GRILL	TBC	08/29/06	29/265,402	D563,150	03/04/08
Grill Lid (Wraparound Cast)	GRILL LID	TBC	07/26/07	29/289,709	D572,973	07/15/08
Grill (8750 Luxury Island)	GRILL	TBC	03/19/08	29/301,850	D581,198	11/25/08
Grill (8550 Grill)	GRILL	TBC	03/19/08	29/301,849	D581,199	11/25/08
Triple-Function Grill (Cont'n)	GRILL	TBC	01/11/08	29/294,461	D584,562	01/13/09
Vertical Smoker 5505	VERTICAL SMOKER	TBC	06/17/08	29/319,925	D586,608	02/17/09
Grill (3246 Dual Zone)	GRILL	TBC	06/17/08	29/319,923	D586,609	02/17/09
Grill (8410)	GRILL LID	TBC	06/17/08	29/319,919	D586,615	02/17/09
Grill Lid (Boxy Lid)	GRILL LID	TBC	08/31/07	29/291,515	D587,525	03/03/09
Vertical Gas Smoker - 2 Door	VERTICAL GAS SMOKER	TBC	12/24/08	29/313,307	D598,698	08/25/09
Grill (9425)	GRILL LID	TBC	01/29/09	29/313,668	D604,557	11/24/09
Grill Lid (9520)	GRILL LID	TBC	02/12/09	29/313,794	D604,558	11/24/09
Dual Smoker (3821)	SMOKER	TBC	05/20/10	29/349,925	D636,217	04/19/11

THE BRINKMANN CORPORATION
U.S. DESIGN PATENTS - GRILLS

DESCRIPTION	PATENT NAME	OWNER	FILING DATE	APP. NUMBER	PATENT NUMBER	ISSUE DATE
Grill Lid (1750)	GRILL LID	TBC	02/16/10	29/348,877	D651,455	01/03/12
Grill Lid (2410)	GRILL LID	TBC	01/04/11	29/372,734	PENDING	PENDING
Mini Tailgate Grill - 9390 - with Half Griddle	GRILL	TBC	04/08/11	29/389,321	PENDING	PENDING
Mini Tailgate Grill - 9490 - with Full Griddle	GRILL	TBC	04/08/11	29/389,327	PENDING	PENDING
Partitioned Grill (2390)	GRILL	TBC	05/03/11	29/391,107	PENDING	PENDING
Dual Function Charcoal/Gas Split Lid (3250)	GRILL	TBC	07/22/11	29/397,943	PENDING	PENDING
* - Listed as Brinkman (with only one N) in PTO database						
** - Listed as Erinkrann in PTO database						

TRADEMARK
REEL: 004734 FRAME: 0857

THE BRINKMANN CORPORATION
U.S. DESIGN PATENTS - SOLAR LIGHTING

DESCRIPTION	PATENT NAME	OWNER	FILING DATE	APP. NUMBER	PATENT NUMBER	ISSUE DATE
Hanging Cypress Solar Gallery® Metal Series	SOLAR POWERED OUTDOOR	TBC	03/06/01	29/138,178	D475,797	06/10/03
Cypress Solar Gallery® Metal Series	SOLAR POWERED OUTDOOR	TBC	12/29/00	29/134,905	D458,702	06/11/02
Victorian Solar Gallery® Metal Series	SOLAR POWERED OUTDOOR	TBC	12/29/00	29/134,996	D461,921	08/20/02
Victorian II Solar Gallery® Metal Series	SOLAR POWERED OUTDOOR	TBC	12/29/00	29/134,955	D455,514	04/09/02
Kettle Lantern Solar Renaissance II	SOLAR POWERED OUTDOOR	TBC	03/06/01	29/138,177	D457,978	05/28/02
Pagoda Lantern Solar Renaissance	SOLAR POWERED OUTDOOR	TBC	03/06/01	29/138,179	D457,676	05/21/02
Fiji Torch Solar Renaissance	SOLAR POWERED OUTDOOR	TBC	02/27/01	29/137,805	D464,158	10/08/02
Mirage Endura® Series	SOLAR POWERED OUTDOOR	TBC	02/14/01	29/137,019	D446,335	08/07/01
Tulip Solar Renaissance II	SOLAR POWERED OUTDOOR	TBC	04/10/01	29/140,073	D462,134	08/27/02
New Victorian - Target Model	SOLAR POWERED OUTDOOR	TBC	04/10/01	29/140,070	D470,963	02/25/03
Modern Pagoda Solar Renaissance II	SOLAR POWERED OUTDOOR	TBC	04/10/01	29/140,072	D461,578	08/13/02
Round Lantern Solar Gallery® Metal Series	SOLAR POWERED OUTDOOR	TBC	04/10/01	29/140,071	D461,577	08/13/02
Main Street - Target	SOLAR POWERED OUTDOOR	TBC	08/06/02	29/165,238	D477,683	07/22/03
Patio Light Solar Gallery® Metal Series	SOLAR POWERED OUTDOOR	TBC	08/06/02	29/165,237	D481,819	11/04/03
Urban Prairie Solar Renaissance	SOLAR POWERED OUTDOOR	TBC	08/06/02	29/165,234	D477,890	07/29/03
Window Pane Pagoda Solar Renaissance	SOLAR POWERED OUTDOOR	TBC	08/06/02	29/165,235	D482,478	11/18/03
Round Lantern Solary Gallery® Metal Series	SOLAR POWERED OUTDOOR	TBC	02/19/03	29/176,294	D485,386	01/13/04
Ranch - Target Model	SOLAR POWERED OUTDOOR	TBC	05/23/03	29/182,368	D499,503	12/07/04
Coach Light & Hanging Coach Light Endura® Series	SOLAR POWERED OUTDOOR	TBC	02/19/03	29/176,299	D492,437	06/29/04
Mission Light / Hanging Mission Light Endura® Series	SOLAR POWERED OUTDOOR	TBC	02/19/03	29/176,298	D490,556	05/25/04
Post Light Solar Gallery® Metal Series	SOLAR POWERED OUTDOOR	TBC	02/19/03	29/176,292	D495,084	08/24/04
Post Light Solar Gallery® Metal Series	SOLAR POWERED OUTDOOR	TBC	10/24/03	29/192,540	D508,581	08/16/05
Classic Tier Solar Renaissance	SOLAR POWERED OUTDOOR	TBC	10/24/03	29/182,537	D494,698	08/17/04
Modern Tier Solar Gallery® Metal Series	SOLAR POWERED OUTDOOR	TBC	10/24/03	29/192,541	D494,699	08/17/04
Traditional Tier Solar Gallery® Metal Series	SOLAR POWERED OUTDOOR	TBC	10/24/03	29/192,534	D492,055	06/22/04
Crossbar Pagoda Solar Gallery® Metal Series	SOLAR POWERED OUTDOOR	TBC	10/24/03	29/192,535	D504,189	04/19/05
Post Light II Solar Gallery® Metal Series	SOLAR POWERED OUTDOOR	TBC	10/24/03	29/192,539	D497,684	10/26/04
Tiffany Solar Light	SOLAR POWERED OUTDOOR	TBC	03/08/05	29/225,091	D527,133	08/22/06
Flare Solar Light	SOLAR POWERED OUTDOOR	TBC	03/08/05	29/225,076	D530,034	10/10/06
Hampton II Solar Light	SOLAR POWERED OUTDOOR	TBC	03/08/05	29/225,068	D533,676	08/25/09
Mirrored Flare Solar Light	SOLAR POWERED OUTDOOR	TBC	03/08/05	29/225,067	D529,652	10/03/06
Solar Spotlight	SOLAR POWERED OUTDOOR	TBC	02/18/05	29/223,791	D557,435	12/11/07
Solar Path Light	SOLAR LIGHT	TBC	04/26/05	29/228,686	D528,242	09/12/06
Solar Address Post Light	SOLAR ADDRESS LIGHT	TBC	09/30/05	29/239,626	D529,217	09/26/06
Solar Rotisserie Motor	SOLOR ROTISSERIE MOTOR	TBC	06/23/06	29/262,041	D567,760	04/29/08
Solar Wall Sconce (Octagon)	LIGHT FIXTURE	TBC	12/08/06	29/269,824	D553,286	10/16/07
Solar Flashlight	SOLAR-POWERED FLASHLIGHT	TBC	06/21/07	29/288,856	D567,420	04/22/08
Solar-Powered Spotlight	SOLAR-POWERED SPOTLIGHT	TBC	06/21/07	29/288,857	D567,419	04/22/08

THE BRINKMANN CORPORATION
U.S. DESIGN PATENTS - SOLAR LIGHTING

DESCRIPTION	PATENT NAME	OWNER	FILING DATE	APP. NUMBER	PATENT NUMBER	ISSUE DATE
Patterned Lens Model	SOLAR-POWERED OUTDOOR	TBC	05/21/07	29/286,927	D563,584	03/04/08
Classic Lantern	SOLAR-POWERED OUTDOOR	TBC	05/22/07	29/286,932	D563,016	02/26/08
Heritage in Bronze	SOLAR-POWERED OUTDOOR	TBC	05/21/07	29/286,926	D563,015	02/26/08
Candle Lantern	SOLAR-POWERED OUTDOOR	TBC	05/21/07	29/286,930	D563,585	03/04/08
Beveled Light	SOLAR-POWERED OUTDOOR	TBC	05/21/07	29/286,931	D563,586	03/04/08
Bullet Shaped Spotlight	SOLAR SPOTLIGHT	TBC	07/13/07	29/286,929	D574,532	08/05/08
Solar-Powered Rechargeable Spotlight	SOLAR-POWERED SPOTLIGHT	TBC	06/21/07	29/288,857	D567,419	04/22/08
Target Round Lantern	SOLAR-POWERED LIGHT	TBC	08/06/07	29/289,933	D564,690	03/18/08
Target SL-8	SOLAR-POWERED LIGHT	TBC	08/17/07	29/291,217	D573,287	07/15/08
Target Large Tier	SOLAR-POWERED LIGHT	TBC	08/06/07	29/289,932	D565,773	04/01/08
Solar Panel	SOLAR PANEL	TBC	09/04/07	29/291,576	D567,170	04/22/08

TRADEMARK
REEL: 004734 FRAME: 0859

THE BRINKMANN CORPORATION
U.S. DESIGN PATENTS - HANDHELD LIGHTING

DESCRIPTION	PATENT NAME	OWNER	FILING DATE	APP. NUMBER	PATENT NUMBER	ISSUE DATE
NEXSTAR 1AAA, 2AA, 2 C Flashlights	FLASHLIGHT	TBC	06/26/98	29/089,979	D414,887	10/05/99
NEXSTAR 1AAA, 2AA, 2 C Flashlights	FLASHLIGHT	TBC	06/26/98	29/089,977	D488,245	04/06/04
NEXSTAR 1AAA, 2AA, 2 C Flashlights	FLASHLIGHT	TBC	06/26/98	29/089,978	D413,401	08/31/99
Mini Q-Beam Halogen Spotlight	SPOTLIGHT	TBC	06/03/99	29/105,907	D436,200	01/09/01
2 AA L.E.D Flashlight (Tubelight) (and Blue Point LED)	FLASHLIGHT - L.E.D.	TBC	07/25/00	29/126,898	D445,926	07/31/01
Q-Beam Green Fluorescent Underwater Fishing Light (10")	FISHING LIGHT	TBC	07/19/01	29/145,336	D458,339	06/04/02
Rebel 2AA L.E.D. Flashlight (and with Accessories)	FLASHLIGHT - L.E.D. II	TBC	08/21/01	29/147,128	D463,595	09/24/02
Legend LX Flashlight (& Blue Point Lithium-Snap-On)	FLASHLIGHT	TBC	08/21/01	29/126,898	D463,594	09/24/02
Q-Beam 700,000 Candlepower 12 Volt Spotlight	SPOTLIGHT	TBC	08/23/01	29/147,263	D461,266	08/06/02
Rebel 2D / 4L.E.D. w/Batteries / Rebel 3LED/Xenon	FLASHLIGHT - L.E.D.4	TBC	08/22/03	29/188,750	D495,077	08/24/04
MaxFire Dual Xenon Rechargeable Spotlight	SPOTLIGHT	TBC	01/29/04	29/198,628	D500,155	12/21/04
Two-Mantle Propane Lantern	PORTABLE LANTERN	TBC	03/25/04	29/202,181	D503,006	03/15/05
Go-LED	POD LIGHT	TBC	06/29/06	29/262,455	D567,994	04/29/08
Go-LED (Divisional)	POD LIGHT	TBC	02/27/08	29/301,377	D577,458	09/23/08
1 Watt LED Headlamp	HEADLAMP	TBC	06/29/06	29/262,458	D553,277	10/15/07
Flashlight (1 & 3 Watt LED) (Contn)	FLASHLIGHT	TBC	06/28/07	29/288,989	D598,151	08/11/09

THE BRINKMANN
FOREIGN PATENTS - GRILLS

DESCRIPTION	PATENT NAME	PATENT TYPE	COUNTRY	PATENT NUMBER	ISSUE DATE
Brinkmann Backyard Kitchen	OUTDOOR KITCHEN GRILL	Design	Benelux	33465-00	02/21/02
Brinkmann Backyard Kitchen	OUTDOOR KITCHEN GRILL	Design	Canada	96,528	07/30/03
Brinkmann Backyard Kitchen	OUTDOOR KITCHEN GRILL	Design	China	ZL 01301799.3	06/19/02
Brinkmann Backyard Kitchen	OUTDOOR KITCHEN GRILL	Design	France	635,733	11/28/01
Brinkmann Backyard Kitchen	OUTDOOR KITCHEN GRILL	Design	Germany	40102689.2	05/07/01
Brinkmann Backyard Kitchen	OUTDOOR KITCHEN GRILL	Design	Great Britain	2100337	09/19/00
Brinkmann Backyard Kitchen	OUTDOOR KITCHEN GRILL	Design	Hong Kong	110383.3	08/16/02
Brinkmann Backyard Kitchen	OUTDOOR KITCHEN GRILL	Design	Japan	1129984S	11/02/01
Brinkmann Backyard Kitchen	OUTDOOR KITCHEN GRILL	Design	Mexico	160,010	01/23/04

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THE BRINKMANN CORPORATION
FOREIGN PATENTS - SOLAR LIGHTING

DESCRIPTION	PATENT NAME	PATENT TYPE	COUNTRY	PATENT NUMBER	ISSUE DATE
Solar Max® SL-2 and SL-3	SOLAR POWERED OUTDOOR	Design	Great Britain	1,061,043	07/24/89
Solar Max® SL-2 and SL-3	SOLAR POWERED OUTDOOR	Design	France	276,475	04/25/90
SL-7 Solar Home Security Motion Detector	LIGHT AND MOTION SENSOR	Design	Australia	110,691	03/27/91
SL-7 Solar Home Security Motion Detector	LIGHT AND MOTION SENSOR	Design	Benelux	20471-00	08/29/90
SL-7 Solar Home Security Motion Detector	LIGHT AND MOTION SENSOR	Design	France	291,476	01/04/91
SL-7 Solar Home Security Motion Detector	LIGHT AND MOTION SENSOR	Design	Great Britain	2,009,365	03/02/91
Solar Path Light	SOLAR LIGHT	Design	Canada	112793	01/19/07
Solar Path Light	SOLAR LIGHT	Design	Germany	40505192.1	12/16/05
Patterned Lens Model	SOLAR-POWERED OUTDOOR	Design	Canada	121404	07/14/08
Patterned Lens Model	SOLAR-POWERED OUTDOOR	Design	China	ZL200730152347.9	12/24/08
Patterned Lens Model	SOLAR-POWERED OUTDOOR	Design	Mexico	27004 2007-002579	10/22/08
Classic Lantern	SOLAR-POWERED OUTDOOR	Design	Canada	121408	07/14/08
Classic Lantern	SOLAR-POWERED OUTDOOR	Design	China	ZL200730152348.3	12/24/08
Classic Lantern	SOLAR-POWERED OUTDOOR	Design	Mexico	27013 2007/002581	10/23/08
Heritage in Bronze	SOLAR-POWERED OUTDOOR	Design	Canada	121403	04/10/08
Heritage in Bronze	SOLAR-POWERED OUTDOOR	Design	China	200730152349.8	12/24/08
Heritage in Bronze	SOLAR-POWERED OUTDOOR	Design	Mexico	26999	10/21/08
Candle Lantern	SOLAR-POWERED OUTDOOR	Design	Canada	121406	07/14/08
Candle Lantern	SOLAR-POWERED OUTDOOR	Design	China	200730152350.0	12/24/08
Candle Lantern	SOLAR-POWERED OUTDOOR	Design	Mexico	27003	10/21/08
Beveled Light	SOLAR-POWERED OUTDOOR	Design	Canada	121407	04/10/08
Beveled Light	SOLAR-POWERED OUTDOOR	Design	China	ZL200730152351.5	11/26/08
Beveled Light	SOLAR-POWERED OUTDOOR	Design	Mexico	27012	10/23/08
Bullet Shaped Spotlight	SOLAR SPOTLIGHT	Design	Canada	Reg. 121405	04/01/08
Bullet Shaped Spotlight	SOLAR SPOTLIGHT	Design	China	ZL200730452352.X	12/24/08
Bullet Shaped Spotlight	SOLAR SPOTLIGHT	Design	Mexico	27000	10/21/08

THE BRINKMANN CORPORATION
FOREIGN PATENTS - LOW-VOLTAGE

DESCRIPTION	PATENT NAME	PATENT TYPE	COUNTRY	PATENT NUMBER	ISSUE DATE
Heritage Landscape Design Series	LOW VOLTAGE OUTDOOR LIGHT	Design	United Kingdom	2018817	05/18/92
Heritage Landscape Design Series	LOW VOLTAGE OUTDOOR LIGHT	Design	Benelux	22063-02	11/05/91
Heritage Landscape Design Series	LOW VOLTAGE OUTDOOR LIGHT	Design	France	2018817	01/21/92
Heritage Landscape Design Series	LOW VOLTAGE OUTDOOR LIGHT	Design	Germany	M 91 07 958.6	04/15/92
Heritage Landscape Design Series	LOW VOLTAGE OUTDOOR LIGHT	Design	Italy	00061426	10/03/94
Sierra Landscape Design Series	LOW VOLTAGE OUTDOOR LIGHT	Design	United Kingdom	2018818	05/18/92
Sierra Landscape Design Series	LOW VOLTAGE OUTDOOR LIGHT	Design	Benelux	22063-03	11/05/91
Sierra Landscape Design Series	LOW VOLTAGE OUTDOOR LIGHT	Design	France	916896	01/21/92
Sierra Landscape Design Series	LOW VOLTAGE OUTDOOR LIGHT	Design	Germany	M 91 07 958.6	04/15/92
Sierra Landscape Design Series	LOW VOLTAGE OUTDOOR LIGHT	Design	Italy	00061427	10/03/94
Premier Landscape Design Series	LOW VOLTAGE OUTDOOR LIGHT	Design	United Kingdom	2018819	10/03/94
Premier Landscape Design Series	LOW VOLTAGE OUTDOOR LIGHT	Design	United Kingdom	2021582	09/21/92
Premier Landscape Design Series	LOW VOLTAGE OUTDOOR LIGHT	Design	Benelux	22063-04	11/05/92
Premier Landscape Design Series	LOW VOLTAGE OUTDOOR LIGHT	Design	France	916895	07/05/96
Premier Landscape Design Series	LOW VOLTAGE OUTDOOR LIGHT	Design	Germany	M 91 07 958.6	04/15/92
Premier Landscape Design Series	LOW VOLTAGE OUTDOOR LIGHT	Design	Italy	00061428	10/03/94
Low Voltage Outdoor Light Fixture - Lens	LOW VOLTAGE OUTDOOR LIGHT	Utility	Canada	2,075,532	02/27/96
Low Voltage Outdoor Light Fixture - Lens	LOW VOLTAGE OUTDOOR LIGHT	Utility	Mexico	177824	04/28/95
Low Voltage Outdoor Light Fixture - Connector	LOW VOLTAGE OUTDOOR LIGHT	Utility	Canada	2,075,606	04/23/96
Low Voltage Outdoor Light Fixture - Connector	LOW VOLTAGE OUTDOOR LIGHT	Utility	Mexico	180100	11/16/95

THE BRINKMANN CORPORATION
FOREIGN PATENTS - HAND-HELD LIGHTING

DESCRIPTION	PATENT NAME	PATENT TYPE	COUNTRY	PATENT NUMBER	ISSUE DATE
Legend Aluminum Flashlight	FLASHLIGHT	Design	France	265,763	10/04/89
NEXSTAR 1AAA, 2AA, 2 C Flashlights	FLASHLIGHT	Design	France	5415130-042 98 7479	05/28/99
NEXSTAR 1AAA, 2AA, 2 C Flashlights	FLASHLIGHT	Design	Mexico	12142 9900021	01/10/01
Mini Q-Beam Halogen Spotlight	SPOTLIGHT (Mini Q-	Design	Benelux	31617-00	05/22/00
Mini Q-Beam Halogen Spotlight	SPOTLIGHT (Mini Q-	Design	Canada	91348 App. 1999-2948	01/19/01
Mini Q-Beam Halogen Spotlight	SPOTLIGHT (Mini Q-	Design	France	20-Dec-30	12/03/99
Mini Q-Beam Halogen Spotlight	SPOTLIGHT (Mini Q-	Design	Germany	499111974	02/15/00
Mini Q-Beam Halogen Spotlight	SPOTLIGHT (Mini Q-	Design	Hong Kong	9911644.6	03/25/00
Mini Q-Beam Halogen Spotlight	SPOTLIGHT (Mini Q-	Design	Japan	1088589 App. 33601/99	08/11/00
Mini Q-Beam Halogen Spotlight	SPOTLIGHT (Mini Q-	Design	Mexico	13027 App. 99-1434	10/10/01
Mini Q-Beam Halogen Spotlight	SPOTLIGHT (Mini Q-	Design	United Kingdom	2088554	06/03/99
Convex Lens Patent	FLASHLIGHT - L.E.D.	Utility	Benelux	PCT/ US01/ 41035 Pub.	08/15/07
Convex Lens Patent	FLASHLIGHT - L.E.D.	Utility	Canada	2,418,851	06/16/09
Convex Lens Patent	FLASHLIGHT - L.E.D.	Utility	China	Ap. 01815816.1	PENDING
Convex Lens Patent	FLASHLIGHT - L.E.D.	Utility	EP	PN 1307685	08/15/07
Convex Lens Patent	FLASHLIGHT - L.E.D.	Utility	France	PN 1307685	08/15/07
Convex Lens Patent	FLASHLIGHT - L.E.D.	Utility	Great Britain	PN 1307685	08/15/07
Convex Lens Patent	FLASHLIGHT - L.E.D.	Utility	Germany	60129987/6	08/15/07
Convex Lens Patent	FLASHLIGHT - L.E.D.	Utility	Hong Kong	1052212 Ap.	01/11/08
Convex Lens Patent	FLASHLIGHT - L.E.D.	Utility	Japan	Ap. 2002-519832	PENDING
Convex Lens Patent	FLASHLIGHT - L.E.D.	Utility	Mexico	Pat. No. 240729	10/03/06
Convex Lens Patent	FLASHLIGHT - L.E.D.	Utility	Mexico	2656959	04/14/09
Convex Lens Patent	FLASHLIGHT - L.E.D.	Utility	Switzerland	PN 1307685	08/15/07
2 AA L.E.D Flashlight (Tubelight) (and Blue Point LED)	FLASHLIGHT - L.E.D.	Design	Benelux	33007-00 App.77889-00	07/23/01
2 AA L.E.D Flashlight (Tubelight) (and Blue Point LED)	FLASHLIGHT - L.E.D.	Design	Canada	92980 App. 2001-0089	07/20/01
2 AA L.E.D Flashlight (Tubelight) (and Blue Point LED)	FLASHLIGHT - L.E.D.	Design	France	626307 App. 01 0333	06/08/01

DALLAS MANUFACTURING COMPANY, INC.
U.S. UTILITY PATENTS

DESCRIPTION	PATENT NAME	PATENT TYPE	OWNER	APP. DATE	APP. NO.	PUB. DATE	PUB. NO.	PATENT NUMBER	ISSUE DATE
Display environment for reptiles and other pets	REPTARIUM	Utility	DMC	05/02/96	08/640547	N/A	N/A	5,803,019	09/08/98

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DALLAS MANUFACTURING COMPANY, INC.
U.S. DESIGN PATENTS

DESCRIPTION	PATENT NAME	OWNER	FILING DATE	APP. NUMBER	PATENT NUMBER	ISSUE DATE
Pig pet toy	PET TOY WITH THE FACE OF A PIG	DMC	05/29/98	29/088,678	D420,178	02/01/00
Rabbit pet toy	PET TOY WITH THE FACE OF A RABBIT	DMC	05/29/98	29/088,679	D418,637	01/04/00
Tiger pet toy	PET TOY WITH THE FACE OF A TIGER	DMC	05/29/98	29/088,680	D421,510	03/07/00
Ape pet toy	PET TOY WITH THE FACE OF AN APE	DMC	05/29/98	29/088,681	D418,260	12/28/99
Lion pet toy	PET TOY WITH THE FACE OF A LION	DMC	05/29/98	29/088,682	D424,255	05/02/00
Elephant pet toy	PET TOY WITH THE FACE OF AN ELEPHANT	DMC	05/29/98	29/088,683	D421,511	03/07/00
Sofa bet ped	SOFA PET BED	DMC	09/01/05	29/237,600	D535,063	01/09/07
Flower pet bed	FLOWER PET BED	DMC	09/01/05	29/237,636	D535,064	01/09/07
Ergo pet carrier	PET CARRIER	DMC	12/13/10	29/372,606	PENDING	PENDING
Expandable pet carrier	PET CARRIER	DMC	12/13/10	29/372,607	PENDING	PENDING

Exhibit E

ADDRESSES

Mailing Address, Chief Executive Office, and Location of Books and Records of Each Debtor:

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Smoke 'N Pit Corporation
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Stubbs Collections, Inc.
4215 McEwen Road
Dallas, Texas 75244

Treasure Sensor Corporation
4215 McEwen Road
Dallas, Texas 75244

Q-Beam Corporation
4215 McEwen Road
Dallas, Texas 75244

Dallas Manufacturing Company, Inc.
4215 McEwen Road
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