



102759025

To the Assistant Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

52000

1. Name of conveying party(ies): **The Coleman Company, Inc.; Coleman Powermate, Inc.; BRK Brands, Inc.; Sunbeam Products, Inc.; and Thalia Products, Inc.**

- Individuals(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) attached Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: Effective December 18, 2002

2. Name and address of receiving party(ies)
Name: **GENERAL ELECTRIC CAPITAL CORPORATION**

Internal Address:

Street Address: **1100 ABERNATHY ROAD, SUITE 900,**

City: **ATLANTA** State: **GA** Zip: **30328**

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State **Delaware**
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Additional names(s) & address(es) attached? Yes No

4. Application numbers(s) or patent numbers(s):

A. Trademark Application No.(s)
SEE ATTACHED SCHEDULES A, B & C

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **William H. Brewster**

Internal Address: **Kilpatrick Stockton LLP**

Street Address: **1100 Peachtree St., Suite 2800**

City: **Atlanta** State: **GA** Zip: **30309**

6. Total number of applications and registrations involved: **23**

7. Total fee (37 CFR 3.41).....\$ **240.00**

Enclosed

Authorized to be charged to deposit account

The Commissioner is authorized to charge any deficiency in the required fee or credit any over payment to Deposit Account No. 11-0860.

8. Deposit account number:

11-0860

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Christine P. James
Name of Person Signing

Signature

5/13/04
Date

Total number of pages including cover sheet, attachments, and document: **15**

05/03/2004 DBYRNE 00000061 110060 70381400



01 FC:8521 40.00 OP
02 FC:8522 350.00 BA 200.00 OP

05-20-2004

**SCHEDULE A
SUNBEAM PRODUCTS, INC.
PENDING U.S. TRADEMARK APPLICATIONS**

	TRADEMARK	REG. NO.	SERIAL NO.
1.	ELITE		78/381,400
2.	Community Fund Logo and Design		78/393,023

SCHEDULE B
THE COLEMAN COMPANY, INC.
PENDING U.S. TRADEMARK APPLICATIONS

	TRADEMARK	REG. NO.	SERIAL NO.
1.	Coleman Logo		78/366,512
2.	KWIKSERV		78/366,472
3.	SHARK		78/366,490
4.	CIMMARON		78/368,471
5.	DURANGO		78/368,477

SCHEDULE C
COLEMAN POWERMATE, INC.
PENDING U.S. TRADEMARK APPLICATIONS

	TRADEMARK	REG. NO.	SERIAL NO.
1.	PROFORCE		78/366,701
2.	PROFORCE and Design		78/366,715

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 18, 2002, is made by each of **THE COLEMAN COMPANY, INC.**, a Delaware corporation having offices at 8200 E. Thorn Drive, Wichita, Kansas 67219 ("**Coleman**"), **COLEMAN POWERMATE, INC.**, a Nebraska corporation having offices at 3901 Liberty Street Road, Aurora, Illinois 60504 ("**Powermate**"), **BRK BRANDS, INC.**, a Delaware corporation having offices at 3901 Liberty Street Road, Aurora, Illinois 60504 ("**BRK**"), **SUNBEAM PRODUCTS, INC.**, a Delaware corporation having offices at 2381 Executive Center Drive, Boca Raton, Florida 33431 ("**Sunbeam**"), and **THALIA PRODUCTS INC.**, a Delaware corporation having offices at 3901 Liberty Street Road, Aurora, Illinois 60504 ("**Thalia**"; Thalia, Sunbeam, BRK, Powermate and Coleman are each referred to herein as a "**Grantor**" and, collectively, the "**Grantors**"), in favor of **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation ("**GE Capital**"), acting in its capacity as Collateral Agent for the Secured Creditors described below, with offices at 1100 Abernathy Road, Suite 900, Atlanta, Georgia 30328 (the "**Collateral Agent**").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among American Household, Inc., a Delaware corporation formerly known as Sunbeam Corporation ("**Parent**"), Coleman, Powermate, BRK and Sunbeam Products, as Borrowers, General Electric Capital Corporation, in its capacity as Agent thereunder ("**Lender Agent**"), and the Lenders signatory thereto (the "**Lenders**") (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Credit Agreement**"), the Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of the Borrowers;

WHEREAS, pursuant to that certain Indenture, dated as of the date hereof by and between Parent, the other Grantors, the other parties signatory thereto and The Bank of New York, as trustee (the "**Noteholder Trustee**") (said indenture, as the same may be amended, supplemented or restated, being herein referred to as the "**Noteholder Indenture**"), pursuant to which Parent will issue to the Noteholders (as such term is defined in the Noteholder Indenture, and, as used herein, the "**Noteholders**") \$100,000,000 in initial aggregate principal amount of Parent's 7.5% Secured Term Notes Due 2009 (said initial notes, together with any and all such notes issued to pay interest or other amounts due under such notes, as the same may be amended, extended, renewed, supplemented or restated, being herein collectively referred to as the "**Second Priority Notes**");

WHEREAS, in order to induce Lender Agent and the Lenders to enter into the Credit Agreement and other Loan Documents and to induce Lenders to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, and in order to induce Noteholder Trustee to enter into the Noteholder Indenture and to induce the Noteholders to accept the Second Priority Notes on the terms and conditions set forth therein, each Borrower and each Guarantor (including the Grantors) have agreed to

execute and deliver to the Collateral Agent, for itself and the ratable benefit of the other Secured Creditors (as defined below), that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of the Secured Creditors (as defined below), this Intellectual Property Security Agreement;

WHEREAS, pursuant to that certain Collateral Agency and Intercreditor Agreement, dated as of the date hereof, by and between Lender Agent and Indenture Trustee (and consented to by the Grantors) (as from time to time amended, restated, supplemented or otherwise modified, the "Intercreditor Agreement"), GE Capital has been appointed Collateral Agent with respect to, *inter alia*, the grant of all Intellectual Property Collateral (as defined herein) hereunder to secure the Secured Obligations (as defined below) in order to facilitate the granting of the security interest hereunder and otherwise to secure the Secured Obligations and to establish the relative priority of the Secured Obligations with respect to such security interest;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **Definitions.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Intercreditor Agreement and the Controlling Secured Document (and in the event of a conflict between the definition of any term in such documents, the definition of such term in the Intercreditor Agreement shall control), and the following shall have (unless otherwise provided elsewhere in this Agreement) the following respective meanings (such meanings being equally applicable to both the singular and plural form of the terms defined):

(a) "Controlling Secured Document" has the meaning given such term in the Intercreditor Agreement.

(b) "Credit Documents" has the meaning given such term in the Intercreditor Agreement.

(c) "Secured Obligations" has the meaning given such term in the Intercreditor Agreement.

(d) "Secured Creditors" has the meaning given such term in the Intercreditor Agreement.

(e) "Security Documents" has the meaning given such term in the Intercreditor Agreement.

(f) "Termination Date" shall have the meaning given such term in the Intercreditor Agreement.

2. **Grant of Security Interest.** To secure the prompt and complete payment and performance of all of the Secured Obligations, each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Collateral Agent, for itself and the benefit of the other Secured Creditors, a Lien upon all of the right, title and interest of such Grantor in, to and under the following, whether presently existing or hereafter created or acquired (collectively, with respect to each Grantor, the "**Intellectual Property Collateral**"):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

Notwithstanding anything herein to the contrary, in no event shall the security interest granted under Section 2 hereof attach to any lease, license, contract, property right or agreement to which any Grantor is a party or any of its rights or interests thereunder if, to the extent that and for so long as the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of any Grantor in any such property that constitutes Intellectual Property or (ii) a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property right or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the code (or any successor provision or provisions) of any relevant jurisdiction or any other

applicable law (including the Bankruptcy Code) or principles of equity), provided however that such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation, unenforceability, breach or termination described in (i) and (ii) above shall be remedied and, to the extent severable, shall attach immediately to any portion of such lease, license, contract, property right or agreement that does not result in any of the consequences specified in (i) or (ii) above. Notwithstanding anything to the contrary contained herein, this Intellectual Property Security Agreement and the Liens granted hereunder are subject to the terms and conditions of the Intercreditor Agreement. Notwithstanding any of the other provisions set forth in this Section 2, this Intellectual Property Security Agreement shall not constitute a grant of a security interest in any property to the extent that such grant of security interest in such property (1) is prohibited by any requirements of law of any Governmental Authority or (2) requires a consent not obtained of any Governmental Authority pursuant to such requirement of law; provided, however, that each Grantor represents and warrants that no such prohibition applies to, and no such consent is required for, such Grantor's grant to the Collateral Agent hereunder (for the benefit of itself and the Secured Creditors) of a security interest under the Code in the Intellectual Property Collateral listed on Schedules I, II and III attached hereto and the Proceeds thereof; and provided further, however, that the applicable Grantor shall bear the burden of proving that such Grantor's grant of a security interest to the Collateral Agent hereunder is prohibited under (1) or (2) above.

3. **Representations and Warranties.** Each Grantor represents and warrants to the Collateral Agent and the other Secured Creditors that such Grantor does not own any Patent, registered Trademark or registered Copyright in the United States except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the recording hereof by the United States Copyright Office and the United States Patent and Trademark Office within 30 days and 90 days of the date hereof, respectively, perfected Liens in favor of Collateral Agent (for the benefit of itself and the other Secured Creditors) on each Grantor's Patents, Trademarks and Copyrights in the United States and such perfected Liens are enforceable as such as against any and all subsequent purchasers from any Grantor to the extent that recording in the United States Copyright Office and the United States Patent and Trademark Office is effective to do so and subject to the proviso in the next sentence. Upon recording of this Intellectual Property Security Agreement by the United States Copyright Office within 30 days of the date hereof and the United States Patent and Trademark Office within 90 days of the date hereof and the filing of appropriate financing statements listed on Schedule I to the Security Agreement, all action necessary or desirable to protect and perfect Collateral Agent's Lien on each Grantor's Patents, registered Trademarks or registered Copyrights in the United States shall have been duly taken; provided, however, that the subsequent recordation of this Intellectual Property Security Agreement in the U.S. Patent and Trademark Office and U.S. Copyright Office, as applicable, may be necessary to perfect the security interest of the Collateral Agent in issued registrations and applications for other U.S. Intellectual Property that are acquired by any Grantor after the date hereof, the registration of unregistered Copyrights in the U.S. Copyright Office may be required in

order to perfect the Collateral Agent's Lien therein, and the taking of actions outside the United States may be required in order to perfect the Collateral Agent's Lien in Intellectual Property included in the Collateral which is protected under non-U.S. law.

4. **Covenants.** Each Grantor covenants and agrees with the Collateral Agent that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:

(a) Grantors shall notify Collateral Agent immediately if they know that any material application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding any Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) Grantors shall provide Collateral Agent with written notice of any application filed by any Grantor, either by itself or through any agent, employee, licensee or designee, to register any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in the United States within ninety (90) days of such filing, and, upon request of Collateral Agent, such Grantor shall execute and deliver a supplement hereto as Collateral Agent may request to evidence Collateral Agent's Lien on such Patent, Trademark or Copyright, and the General Intangibles of such Grantor relating thereto or represented thereby.

(c) Grantors shall take all commercially reasonable actions necessary or requested by Collateral Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents, Trademarks and Copyrights (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings, except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, such Grantor shall (1) to the extent that a commercial tort claim (as such term is defined in the Code) arises in favor of such Grantor in connection therewith, comply with Section 5(a)(ix) of the Security Agreement and (2) unless such Grantor shall reasonably determine that such Intellectual Property Collateral is not material to the conduct of its business or operations, promptly take all commercially reasonable actions, including to sue to enjoin any such conduct and/or to recover any and all damages for such infringement, misappropriation or dilution.

5. **Security Agreement.** The security interests granted by each Grantor pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interest granted by each Grantor to Collateral Agent, on behalf of itself and the other Secured Creditors, pursuant to the Security Agreement. Each Grantor and Collateral Agent expressly agree that the security interests granted under this Intellectual Property Security Agreement and the Security Agreement in the Intellectual Property Collateral are intended to be treated as a single security interest for purposes of Article 9 of the Code and other applicable law. The exercise by the Collateral Agent or any other Secured Creditor of any rights or remedies with respect to any of the Intellectual Property Collateral shall be deemed to be an exercise of such rights or remedies in connection with both this Intellectual Property Security Agreement and the Security Agreement. In the event of any inconsistency between the terms and conditions of this Intellectual Property Security Agreement and the Security Agreement, then the terms and conditions of the Security Agreement shall prevail. All proceeds of the Collateral Agent's exercise of its rights and remedies hereunder or under the Security Agreement or applicable law with respect to all or any of the Intellectual Property Collateral shall be applied in accordance with the terms of the Intercreditor Agreement. The Collateral Agent may make distributions hereunder in cash or in kind or, on a ratable basis, in any combination thereof.

6. **Reinstatement.** This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. **Notices.** Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the notice provisions of the Controlling Secured Document.

8. **Termination.** Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date. At any time and from time to time prior to the Termination Date, the Collateral Agent may release any of the Intellectual Property Collateral in accordance with the terms of the Intercreditor

Agreement. Upon any such termination of the Liens created hereunder upon the Termination Date, or any such release of Intellectual Property Collateral prior to the Termination Date, the Collateral Agent will, at the expense of the Grantors, promptly execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence the termination of the Liens created hereby or the release of such Intellectual Property Collateral, as the case may be.

9. **Release.** Thalia Products Inc. ("Thalia") consents and agrees that at any time, or from time to time:

(a) the Secured Creditors may, in their discretion, renew, extend or change the time of payment, and/or the manner, place or terms of payment of all or any part of the Secured Obligations; and

(b) the Collateral Agent may, in its discretion, exchange, release and/or surrender all or any of the Collateral (including the Intellectual Property Collateral), or any part thereof, by whomsoever deposited, which is now or may hereafter be held by Collateral Agent in connection with all or any of the Secured Obligations; all in such manner and upon such terms as Collateral Agent may deem proper, and without notice to or further assent from any Grantor, it being hereby agreed that each Grantor shall be and remain bound upon this Intellectual Property Security Agreement, irrespective of the value or condition of any of the Intellectual Property Collateral, and notwithstanding any such change, exchange, settlement, compromise, surrender, release, renewal or extension, and notwithstanding also that the Secured Obligations may, at any time, exceed the aggregate principal amount thereof set forth in the applicable Credit Documents or any other agreement governing any Secured Obligations. Each Grantor hereby waives notice of acceptance of this Intellectual Property Security Agreement, and also presentment, demand, protest and notice of dishonor of any and all of the Secured Obligations, and promptness in commencing suit against any party hereto or liable hereon, and in giving any notice to or of making any claim or demand hereunder upon any Grantor. No act or omission of any kind on Collateral Agent's part shall in any event affect or impair this Intellectual Property Security Agreement.

10. **Governing Law.** THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE, AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA. EACH GRANTOR HEREBY CONSENTS AND AGREES THAT THE STATE OR FEDERAL COURTS LOCATED IN NEW YORK COUNTY, NEW YORK, SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES AMONG ANY GRANTOR, COLLATERAL AGENT AND SECURED CREDITORS PERTAINING TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT OR ANY OF THE OTHER SECURITY

DOCUMENTS OR TO ANY MATTER ARISING OUT OF OR RELATING TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT OR ANY OF THE OTHER SECURITY DOCUMENTS, PROVIDED, THAT COLLATERAL AGENT, THE OTHER SECURED CREDITORS AND EACH GRANTOR ACKNOWLEDGE THAT ANY APPEALS FROM THOSE COURTS MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE OF NEW YORK COUNTY, NEW YORK, AND, PROVIDED, FURTHER, NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE COLLATERAL AGENT FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE SECURED OBLIGATIONS, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF COLLATERAL AGENT. EACH GRANTOR EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURT, AND EACH GRANTOR HEREBY WAIVES ANY OBJECTION WHICH IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS AND HEREBY CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT. EACH GRANTOR HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS, COMPLAINT AND OTHER PROCESS ISSUED IN ANY SUCH ACTION OR SUIT AND AGREES THAT SERVICE OF SUCH SUMMONS, COMPLAINTS AND OTHER PROCESS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO SUCH GRANTOR AT THE ADDRESS SET FORTH IN THE APPLICABLE NOTICE SECTION OF THE CONTROLLING SECURED DOCUMENT AND THAT SERVICE SO MADE SHALL BE DEEMED COMPLETED UPON THE ACTUAL RECEIPT THEREOF.

11. Concerning the Collateral Agent. The provisions of the Intercreditor Agreement shall inure to the benefit of the Collateral Agent in respect of this Intellectual Property Security Agreement and shall be binding upon the parties hereto and thereto in such respect.

12. Appointment of Co-Collateral Agents. At any time or times, in order to comply with any legal requirement in any jurisdiction, the Collateral Agent may appoint another bank or trust company or one or more other persons, either to act as co-agent or co-agents, jointly with the Collateral Agent, or to act as separate agent or agents on behalf of the Secured Creditors with such power and authority as may be necessary for the effectual operation of the provisions hereof and may be specified in the instrument of appointment (which may, in the discretion of the Collateral Agent, include provisions for the protection of such co-agent or separate agent similar to the provisions referred to in Section 11).

13. Expenses. In the event that any Grantor fails to comply with the provisions of this Intellectual Property Security Agreement or any Security Document, such that the value of any Intellectual Property Collateral or the validity, perfection, rank

or value of any Lien created hereunder is thereby diminished or potentially diminished or put at risk, the Collateral Agent if requested by the Controlling Secured Creditor may, but shall not be required to, provided that an Event of Default has occurred and is continuing, effect such compliance on behalf of such Grantor, and such Grantor shall reimburse the Collateral Agent for the reasonable costs thereof on demand. All reasonable expenses of protecting, maintaining, selling and disposing of the Intellectual Property Collateral shall be borne and paid by the Grantor owning such Intellectual Property Collateral; and if such Grantor fails to promptly pay any portion thereof when due, the Collateral Agent may, at its option, but shall not be required to, pay the same and charge such Grantor's account therefor, and such Grantor agrees to reimburse the Collateral Agent therefor on demand; provided that, so long as the Collateral Agent shall be the same Person as the Lender Agent, the indemnification and reimbursement provisions of the Lender Credit Agreement (as such term is defined in the Intercreditor Agreement) shall control as to the amount and timing of the reimbursement of such expenses. All sums so paid or incurred by the Collateral Agent for any of the foregoing and any and all other sums for which any Grantor may become liable hereunder and all reasonable out-of-pocket costs and expenses (including reasonable attorneys' fees, legal expenses and court costs) incurred by the Collateral Agent in enforcing or protecting the security interests created hereunder or any of its rights or remedies under this Intellectual Property Security Agreement, shall, together with interest thereon until paid at the highest rate provided in the Controlling Secured Document, be additional Secured Obligations hereunder.

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IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

GRANTORS:

**BRK BRANDS, INC.
COLEMAN POWERMATE, INC.
SUNBEAM PRODUCTS, INC.
THALIA PRODUCTS, INC.
THE COLEMAN COMPANY, INC.**

By: 

Name: Ronald R. Richter

Title: Vice President and Treasurer of each of the
above-named entities

ACCEPTED AND ACKNOWLEDGED by:

GENERAL ELECTRIC CAPITAL CORPORATION, as Collateral Agent

By: _____

Name: C. Mark Smith

Title: Duly Authorized Signatory

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

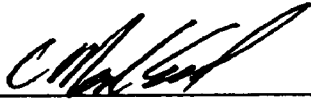
GRANTORS:

**BRK BRANDS, INC.
COLEMAN POWERMATE, INC.
SUNBEAM PRODUCTS, INC.
THALIA PRODUCTS, INC.
THE COLEMAN COMPANY, INC.**

By: _____
Name: Ronald R. Richter
Title: Vice President and Treasurer of each of the
above-named entities

ACCEPTED AND ACKNOWLEDGED by:

GENERAL ELECTRIC CAPITAL CORPORATION, as Collateral Agent

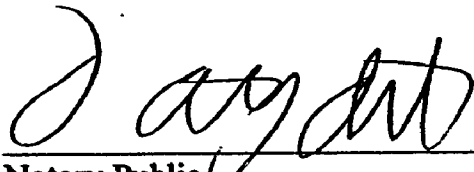
By:  _____
Name: C. Mark Smith
Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York

COUNTY OF New York

On this 13th day of December, 2002, before me personally appeared Ronald R. Richter, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of each of THE COLEMAN COMPANY, INC., COLEMAN POWERMATE, INC., BRK BRANDS, INC., SUNBEAM PRODUCTS, INC. and THALIA PRODUCTS, INC., and who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors (or equivalent governing body) and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

{seal}

D. ANTHONY DENT
NOTARY PUBLIC, State of New York
No. 01DE6079565
Qualified in New York County
Commission Expires Aug. 28, 2008