TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522691

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jardin Zinc Products, LLC		05/01/2019	Limited Liability Company: INDIANA
Lifoam Industries, LLC		05/01/2019	Limited Liability Company: DELAWARE
Shakespeare Company, LLC		05/01/2019	Limited Liability Company: DELAWARE
Alltrista Plastics, LLC		05/01/2019	Limited Liability Company: INDIANA
Hearthmark, LLC		05/01/2019	Limited Liability Company: DELAWARE
Better Heads, L.L.C.		05/01/2019	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch
Street Address:	KY1-1107
City:	Grand Cayman
State/Country:	CAYMAN ISLANDS
Entity Type:	Private Limited Company: CAYMAN ISLANDS

PROPERTY NUMBERS Total: 84

Property Type	Number	Word Mark
Registration Number:	946929	Y
Registration Number:	2821044	Y
Registration Number:	4539635	YORKER
Registration Number:	3944847	YORKER PACKAGING Y
Registration Number:	3768871	BRILLIANCE
Registration Number:	3914726	DIAMOND
Registration Number:	3736909	DIAMOND
Registration Number:	3767454	DIAMOND
Registration Number:	1717560	IDEAL
Registration Number:	3715253	EARTH IN MIND SOLUTIONS
Registration Number:	4580760	SLIDER

CH $2115.00 946929

Property Type	Number	Word Mark
Registration Number:	4923954	THE CONFIDENT CUP
Registration Number:	2104809	LIFEJACKET
Registration Number:	4736302	LIFEPANEL
Registration Number:	5389244	ZINC SECURE
Registration Number:	5309313	ZINCSECURE
Registration Number:	5147039	ACTIVAULT
Registration Number:	2972144	AIR-LOCK
Registration Number:	2972145	BIOSPHERE
Registration Number:	2949321	CRYOSPHERE
Registration Number:	2537562	CUBIES
Registration Number:	4685714	ENVIROCOOLER
Registration Number:	4713441	ENVIROCOOLER
Registration Number:	5115141	ENVIROCOOLER
Registration Number:	5530688	E PUR
Registration Number:	5561491	ICE GUARD THE CONVENIENTLY TOUGH COOLER
Registration Number:	2371417	ICE-LOCKER
Registration Number:	5119740	LIFOAM
Registration Number:	5413084	LIFOAM
Registration Number:	5124630	LIFOAM
Registration Number:	4704806	LIFOAM
Registration Number:	5110131	LIFOAM
Registration Number:	751104	LIFOAM
Registration Number:	4732872	MAKE LIFE COOLER
Registration Number:	4749059	MAKE LIFE COOLER
Registration Number:	4724694	PROPAK
Registration Number:	2289583	PROPAK
Registration Number:	4867564	PROPAK
Registration Number:	3216764	THE FRIDGE
Registration Number:	4265930	AUTO WINDER
Registration Number:	4994388	BALLISTIC
Registration Number:	2231672	CENTENNIAL
Registration Number:	2127763	
Registration Number:	1690801	DOODAD
Registration Number:	3419337	ECO-LINE
Registration Number:	4280611	EZ LOCK
Registration Number:	5223934	FLEX STRAP
Registration Number:	4782553	FURY
Registration Number:	2295030	GALAXY

Property Type	Number	Word Mark
Registration Number:	4659520	GALAXY
Registration Number:	5464878	N NOVADYN
Registration Number:	5100958	NOVADYN
Registration Number:	3237328	PIVOTRIM
Registration Number:	3618062	POWER LINE
Registration Number:	1813774	PULVERIZER
Registration Number:	3190040	PUSH-N-LOAD
Registration Number:	5210036	Q QUICK CONNECT
Registration Number:	4347871	RAMHEAD
Registration Number:	1121900	RESISTAT
Registration Number:	1609132	RESISTAT
Registration Number:	1609129	RESISTAT
Registration Number:	4925091	RINO-LINE
Registration Number:	2958334	RINO-TUFF
Registration Number:	2267622	SANSTAT
Registration Number:	1676323	SEAWATCH
Registration Number:	2040554	SEAWATCH
Registration Number:	4717653	SHAKESPEARE
Registration Number:	2808439	SHAKESPEARE
Registration Number:	2804609	SHAKESPEARE
Registration Number:	1076331	SHAKESPEARE
Registration Number:	1064489	SHAKESPEARE
Registration Number:	1399258	SQUATTY BODY
Registration Number:	5009503	SUPERHALO
Registration Number:	4639597	TORQUE
Registration Number:	4043058	UGLY HEAD
Registration Number:	4039505	UGLY HEAD
Registration Number:	4039507	UGLY LINE
Registration Number:	2979591	ULTRA-CUT
Registration Number:	2974208	ULTRA-EDGE
Registration Number:	5449068	WEBWATCH
Registration Number:	5101429	WEBWHIP
Registration Number:	2461012	WEED WARRIOR
Registration Number:	1336749	WHISPERTOUCH
Registration Number:	965180	WONDERTHREAD

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2128594117

Email: teas@friedfrank.com

Correspondent Name: Bryant Taylor c/o Fried Frank et al

Address Line 1: 1 New York Plaza

Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER:	5556-1

DOMESTIC REPRESENTATIVE

Name: Credit Suisse AG

Address Line 1: Eleven Madison Avenue

Address Line 4: New York, NEW YORK 10010

NAME OF SUBMITTER:	Bryant Taylor
SIGNATURE:	/s/Bryant Taylor
DATE SIGNED:	05/08/2019

Total Attachments: 9

source=Project Taurus - Trademark Security Agreement [Executed] (2)#page1.tif
source=Project Taurus - Trademark Security Agreement [Executed] (2)#page2.tif
source=Project Taurus - Trademark Security Agreement [Executed] (2)#page3.tif
source=Project Taurus - Trademark Security Agreement [Executed] (2)#page4.tif
source=Project Taurus - Trademark Security Agreement [Executed] (2)#page5.tif
source=Project Taurus - Trademark Security Agreement [Executed] (2)#page6.tif
source=Project Taurus - Trademark Security Agreement [Executed] (2)#page7.tif
source=Project Taurus - Trademark Security Agreement [Executed] (2)#page8.tif
source=Project Taurus - Trademark Security Agreement [Executed] (2)#page9.tif

TRADEMARK SECURITY AGREEMENT, dated as of May 1, 2019 (this "Agreement"), by and among Jarden Zinc Products, LLC, an Indiana limited liability company, Lifoam Industries, LLC, a Delaware limited liability company, Shakespeare Company, LLC, a Delaware limited liability company, Alltrista Plastics, LLC, an Indiana limited liability company, Hearthmark, LLC, a Delaware limited liability company and Better Heads, L.L.C., a Texas limited liability company (collectively, the "Grantors" and, each, a "Grantor"), and Credit Suisse AG, Cayman Islands Branch as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to that certain First Lien Credit Agreement, dated as of May 1, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Parent Holdings, Holdings, the Co-Borrowers, the Lenders from time to time party thereto, Credit Suisse AG, Cayman Islands Branch as Administrative Agent and as Collateral Agent thereunder, the Lenders party thereto and the various other parties thereto and (b) that certain Collateral Agreement, dated as of May 1, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), by and among the Holdings Companies, the Co-Borrowers, the other Grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Co-Borrowers subject to the terms and conditions set forth in the Credit Agreement, including in reliance on the Guarantee Agreement. The Grantors are Affiliates of the Co-Borrowers and are willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantors, pursuant to and in accordance with the Collateral Agreement, have and hereby do grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, or in which such Grantor now has or at any time in the future may acquire any right, title or interest, including those listed on Schedule I (the "Trademark Collateral"); provided that the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

JARDEN ZINC PRODUCTS, LLC, as Grantor

By: _____
Name: Kevin Baughman
Title: Chief Financial Officer

Lifoam Industries, LLC, as Grantor

By: _____
Name: Kevin Baughman
Title: Chief Financial Officer

SHAKESPEARE COMPANY, LLC, as Grantor

By: _____
Name: Kevin Baughman
Title: Chief Financial Officer

ALLTRISTA PLASTICS, LLC, as Grantor

By: _____
Name: Kevin Baughman
Title: Chief Financial Officer

HEARTHMARK, LLC, as Grantor

By: _____
Name: Kevin Baughman
Title: Chief Financial Officer

BETTER HEADS, L.L.C., as Grantor

By: _____
Name: Kevin Baughman
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: _____
Name: VIPUL DHADDA
Title: AUTHORIZED SIGNATORY

By: _____
Name: Emerson Almeida
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

Schedule I
to Trademark Security Agreement

Trademarks

OWNER	TRADEMARK	TM LOGO	APP NO	APP DATE	REG NO	REG DATE
Alltrista Plastics LLC	Y & Design		72408489	22-Nov-71	946929	7-Nov-72
Alltrista Plastics LLC	Y & Design (new)		76512940	9-May-03	2821044	9-Mar-04
Alltrista Plastics LLC	YORKER		85873807	12-Mar-13	4539635	27-May-14
Alltrista Plastics LLC	YORKER PACKAGING & Design (Y)		77629365	9-Dec-08	3944847	12-Apr-11
Hearthmark, LLC	BRILLIANCE		77641156	Dec 30 2008	3768871	Mar 30 2010
Hearthmark, LLC	DIAMOND		77568810	Sep 12 2008	3914726	Feb 1 2011
Hearthmark, LLC	DIAMOND & Design		77767166	Jun 24 2009	3736909	Jan 12 2010
Hearthmark, LLC	DIAMOND & Design		77848141	Oct 14 2009	3767454	Mar 30 2010
Hearthmark, LLC	IDEAL		74238410	Jan 17 1992	1717560	Sep 22 1992
Hearthmark, LLC	EARTH IN MIND SOLUTIONS & Design		77752777	Jun 5 2009	3715253	Nov 24 2009
Hearthmark, LLC	SLIDER		85729221	Sep 14 2012	4580760	Aug 5 2014
Hearthmark, LLC	The Confident Cup		86476696	Dec 10 2014	4923954	Mar 22 2016
Jarden Zinc Products, Inc.	LIFEJACKET		75088470	15-Apr-96	2104809	14-Oct-97
Jarden Zinc Products, LLC	LifePanel		86178695	29-Jan-14	4736302	12-May-15
Jarden Zinc Products, LLC	Zinc Secure & Design		87163458	7-Sep-16	5389244	30-Jan-18
Jarden Zinc Products, LLC	ZincSecure		87163359	7-Sep-16	5,309,313	17-Oct-17
Lifoam Industries LLC	ACTIVAULT		86323641	29-Jun-14	5147039	21-Feb-17
Lifoam Industries LLC	AIR-LOCK		76540958	29-Aug-03	2972144	19-Jul-05
Lifoam Industries LLC	BIOSPHERE		76540963	29-Aug-03	2972145	19-Jul-05
Lifoam Industries LLC	CRYOSPHERE		76554413	27-Oct-03	2949321	10-May-05
Lifoam Industries LLC	CUBIES		75613691	4-Jan-99	2537562	12-Feb-02

OWNER	TRADEMARK	TM LOGO	APP NO	APP DATE	REG NO	REG DATE
Lifoam Industries LLC	ENVIROCOOLER & Design	ENVIROCOOLER	86113563	8-Nov-13	4685714	10-Feb-15
Lifoam Industries LLC	ENVIROCOOLER & Design	ENVIROCOOLER	86113561	8-Nov-13	4713441	31-Mar-15
Lifoam Industries LLC	ENVIROCOOLER & Design	ENVIROCOOLER	86561610	12-Mar-15	5115141	3-Jan-17
Lifoam Industries LLC	ePUR & Design	ePUR	213197170	24-Feb-16		
Lifoam Industries LLC	ePUR & Design	ePUR	213197200	24-Feb-16		
Lifoam Industries LLC	ePUR & Design	ePUR	213197160	24-Feb-16		
Lifoam Industries LLC	ePUR & Design	ePUR	86916134	23-Feb-16	5530688	31-Jul-18
Lifoam Industries LLC	ePUR & Design	ePUR	86916133	23-Feb-16		
Lifoam Industries LLC	eVIP & Design	eVIP	213196200	24-Feb-16		
Lifoam Industries LLC	eVIP & Design	eVIP	213196170	24-Feb-16		
Lifoam Industries LLC	ICE GUARD THE CONVENIENTLY TOUGH COOLER		86903014	10-Feb-16	5561491	11-Sep-18
Lifoam Industries LLC	ICE-LOCKER		75264909	27-Mar-97	2371417	25-Jul-00
Lifoam Industries LLC	LIFOAM & Design	LIFOAM	86113773	8-Nov-13	5119740	10-Jan-17
Lifoam Industries LLC	LIFOAM & Design	LIFOAM	86113768	8-Nov-13	5413084	27-Feb-18
Lifoam Industries LLC	LIFOAM & Design	LIFOAM	86113784	8-Nov-13	5124630	17-Jan-17
Lifoam Industries LLC	LIFOAM & Design	LIFOAM	86113770	8-Nov-13	4704806	17-Mar-15
Lifoam Industries LLC	LIFOAM & Design	LIFOAM	86113777	8-Nov-13	5110131	27-Dec-16
Lifoam Industries LLC	LIFOAM & Design	LIFOAM	72130221	18-Oct-61	751104	18-Jun-63

OWNER	TRADEMARK	TM LOGO	APP NO	APP DATE	REG NO	REG DATE
Lifoam Industries LLC	MAKE LIFE COOLER		86203348	25-Feb-14	4732872	5-May-15
Lifoam Industries, LLC	MAKE LIFE COOLER		86199091	20-Feb-14	4749059	2-Jun-15
Lifoam Industries LLC	PROPAK & Design	PROPAK	86113755	8-Nov-13	4724694	21-Apr-15
Lifoam Industries LLC	PROPAK & Design	PROPAK	75450660	16-Mar-98	2289583	26-Oct-99
Lifoam Industries LLC	PROPAK & Design	PROPAK	86113746	8-Nov-13	4867564	8-Dec-15
Lifoam Industries LLC	THE FRIDGE		76642827	14-Jul-05	3216764	13-Mar-07
Shakespeare Company, LLC	Auto Winder		85469489	10-Nov-11	4265930	25-Dec-12
Shakespeare Company, LLC	BALLISTIC		86590701	8-Apr-15	4994388	5-Jul-16
Shakespeare Company, LLC	CENTENNIAL		75354852	11-Sep-97	2231672	16-Mar-99
Shakespeare Company, LLC	Circle & Flash Design		75098254	3-May-96	2127763	6-Jan-98
Shakespeare Company, LLC	DOODAD		74079011	12-Jul-90	1690801	2-Jun-92
Shakespeare Company, LLC	ECO-LINE		77088413	22-Jan-07	3419337	29-Apr-08
Shakespeare Company, LLC	EZ Lock		85469651	10-Nov-11	4280611	22-Jan-13
Shakespeare Company, LLC	FLEX STRAP		86776568	2-Oct-15	5223934	13-Jun-17
Shakespeare Company, LLC	FURY		86072946	24-Sep-13	4782553	28-Jul-15
Shakespeare Company, LLC	GALAXY		75388695	12-Nov-97	2295030	30-Nov-99
Shakespeare Company, LLC	GALAXY		86280696	14-May-14	4659520	23-Dec-14
Shakespeare Company, LLC	N NOVADYN & Design	NOVADYN	86565474	Mar 16 2015	5464878	May 8 2018
Shakespeare Company, LLC	NOVADYN		86522652	Feb 3 2015	5100958	Dec 13 2016
Better Heads, LLC	Pivotrim		78922244	4-Jul-06	3237328	1-May-07
Shakespeare Company, LLC	POWER LINE		77163197	23-Apr-07	3618062	12-May-09

OWNER	TRADEMARK	TM LOGO	APP NO	APP DATE	REG NO	REG DATE
Shakespeare Company, LLC	PULVERIZER		74383399	22-Apr-93	1813774	28-Dec-93
Shakespeare Company, LLC	PUSH-N-LOAD		78588713	16-Mar-05	3190040	26-Dec-06
Shakespeare Company, LLC	Quick Connect & Design	QUICK CONNECT	86735209	24-Aug-15	5210036	23-May-17
Shakespeare Company, LLC	RAMHEAD		85582495	28-Mar-12	4347871	4-Jun-13
Shakespeare Company, LLC	RESISTAT		73163553	24-Mar-78	1121900	10-Jul-79
Shakespeare Company, LLC	RESISTAT		74005892	29-Nov-89	1609132	7-Aug-90
Shakespeare Company, LLC	RESISTAT		73840169	13-Nov-89	1609129	7-Aug-90
Shakespeare Company, LLC	RINO-LINE		86402948	23-Sep-14	4925091	29-Mar-16
Shakespeare Company, LLC	RINO-TUFF		78286977	13-Aug-03	2958334	31-May-05
Shakespeare Company, LLC	SANSTAT	SANSTAT	75308381	13-June-1997	2267622	3-Aug-1999
Shakespeare Company, LLC	SEAWATCH		74041597	23-Mar-90	1676323	18-Feb-92
Shakespeare Company, LLC	SEAWATCH		75083552	4-Apr-96	2040554	25-Feb-97
Shakespeare Company, LLC	Shakespeare & Design	Shakespeare	86160207	8-Jan-14	4717653	7-Apr-15
Shakespeare Company, LLC	SHAKESPEARE & Design (Color)	Shakespeare	76510544	1-May-03	2808439	27-Jan-04
Shakespeare Company, LLC	SHAKESPEARE & Design (Color)	Shakespeare	76496686	10-Mar-03	2804609	13-Jan-04
Shakespeare Company, LLC	Shakespeare (Stylized)	Shakespeare	73089192	3-Jun-76	1076331	1-Nov-77
Shakespeare Company, LLC	Shakespeare (Stylized)	Shakespeare	73081529	25-Mar-76	1064489	26-Apr-77
Shakespeare Company, LLC	SQUATTY BODY		73568136	12-Nov-85	1399258	1-Jul-86
Shakespeare Company, LLC	SuperHALO		86746318	3-Sep-15	5009503	26-Jul-16
Shakespeare Company, LLC	TORQUE		86072965	24-Sep-13	4639597	18-Nov-14
Shakespeare Company,	UGLY HEAD		85089751	21-Jul-10	4043058	18-Oct-11

OWNER	TRADEMARK	TM LOGO	APP NO	APP DATE	REG NO	REG DATE
LLC						
Shakespeare Company, LLC	UGLY HEAD & Design		85090246	22-Jul-10	4039505	11-Oct-11
Shakespeare Company, LLC	UGLY LINE Logo		85090760	22-Jul-10	4039507	11-Oct-11
Shakespeare Company, LLC	UGLY TWIST		88245986	31-Dec-18		
Shakespeare Company, LLC	ULTRA-CUT		78331681	21-Nov-03	2979591	26-Jul-05
Shakespeare Company, LLC	ULTRA-EDGE		78331683	21-Nov-03	2974208	19-Jul-05
Shakespeare Company, LLC	WEBWATCH	WebWatch	015070361	6-May-2016	5449068	17-Apr-2018
Shakespeare Company, LLC	WebWhip		86732520	21-Aug-15	5101429	13-Dec-16
Shakespeare Company, LLC	WEED WARRIOR		75785755	26-Aug-99	2461012	19-Jun-01
Shakespeare Company, LLC	WHISPERTOUCH		73504535	18-Oct-84	1336749	21-May-85
Shakespeare Company, LLC	WONDERTHREAD		72278431	16-Aug-67	965180	31-Jul-73