UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

(Mark one)

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 or 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2010

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 or 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to
Commission File Number: 001-13665

Jarden Corporation

(Exact name of registrant as specified in its charter)

Delaware	**35-1828377**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification Number)
555 Theodore Fremd Avenue, Rye, New York	**10580**
(Address of principal executive offices)	(Zip code)

(914) 967-9400
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Name of each exchange on which registered
Common Stock, $0.01 par value	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See definition of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐ (Do not check if a smaller reporting company)	Smaller reporting company	☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).
Yes ☐ No ☒

As of June 30, 2010, the last business day of the registrant's most recently completed second fiscal quarter, the aggregate market value of the registrant's common stock held by non-affiliates of the registrant was approximately $2.3 billion based upon the closing market price on such date as reported on the New York Stock Exchange.

All (i) executive officers and directors of the registrant and (ii) all persons filing a Schedule 13D with the Securities and Exchange Commission in respect to registrant's common stock who hold 10% or more of the registrant's outstanding common stock, have been deemed, solely for the purpose of the foregoing calculation, to be "affiliates" of the registrant.

There were approximately 92,277,000 shares outstanding of the registrant's common stock, par value $0.01 per share, as of February 15, 2011.

DOCUMENTS INCORPORATED BY REFERENCE

Certain information required for Part III of this report will be set forth in and, incorporated herein by reference to the Company's definitive Proxy Statement for the 2011 Annual Meeting of Stockholders, which is anticipated to be filed with the Securities and Exchange Commission pursuant to Regulation 14A not later than 120 days following the end of the Company's fiscal year ended December 31, 2010.

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PART I

Item 1. Business

Overview

Jarden Corporation (which may be referred to as "Jarden," "the Company," "we," "us" or "our") is a global consumer products company that enjoys leading positions in a broad range of primarily niche markets for branded consumer products. We seek to grow our business by continuing our tradition of product innovation, new product introductions and providing the consumer with the experience and value they associate with our strong brand portfolio.

Our unique operating culture has evolved into operating processes and a simple business philosophy which we call "Jarden's DNA." This philosophy is based largely on common sense and is the embodiment of our culture, of who we are, how we operate and how we act as a company and as individuals. The core elements of Jarden's DNA are:

- Strive to be better.
- Retain and develop the best talent.
- Support the individual, but encourage teamwork.
- Think lean, act large.
- Listen, learn and innovate.
- Deliver exceptional financial results.
- Have fun, work hard, execute.
- Enhance the communities in which we operate.

We are a leading provider of a broad range of consumer products. Jarden's three primary business segments, Outdoor Solutions, Consumer Solutions and Branded Consumables, manufacture or source, market and distribute a number of well-recognized brands, including: *Outdoor Solutions:* Abu Garcia®, Aerobed®, Berkley®, Campingaz®, Coleman®, Fenwick®, Gulp!®, K2®, Marker®, Marmot®, Mitchell®, Penn®, Rawlings®, Shakespeare®, Stearns®, Stren®, Trilene®, Völkl® and Zoot®; *Consumer Solutions:* Bionaire®, Crock-Pot®, FoodSaver®, Health o meter®, Holmes®, Mr. Coffee®, Oster®, Patton®, Rival®, Seal-a-Meal®, Sunbeam®, VillaWare® and White Mountain®; and *Branded Consumables:* Ball®, Bee®, Bicycle®, Billy Boy®, Crawford®, Diamond®, Dicon®, Fiona®, First Alert®, First Essentials®, Forster®, Hoyle®, Kerr®, Lehigh®, Leslie-Locke®, Lillo®, Loew-Cornell®, Mapa®, NUK®, Pine Mountain®, Quickie®, Spontex® and Tigex®. Our growth strategy is based on introducing new products, as well as on expanding existing product categories, which is supplemented through opportunistically acquiring businesses with highly recognized brands, innovative products and multi-channel distribution.

We have achieved leading market positions in a number of niche categories by selling branded products through a variety of distribution channels, including club, department store, drug, grocery, mass merchant, sporting goods and specialty retailers, as well as direct to consumers. By leveraging our strong brand portfolio, category management expertise and customer service focus, we have established and continue to maintain long-term relationships with leading retailers within these channels. For example, we have serviced Walmart and The Home Depot since their openings in 1962 and 1978, respectively, and are currently the category manager at these and other retailers in certain categories. Moreover, several of our leading brands, such as Ball®, Bee®, Bicycle®, Coleman®, deBeer®, Diamond®, Hodgman®, Madshus®, Pflueger®, Rawlings®, Shakespeare®, Sunbeam®, Tubbs® and Völkl® have been in continuous use for over 100 years. We continue to strive to expand our existing customer relationships and attract new customers by introducing new product line extensions and entering new product categories.

Acquisitions

2010 Activity

On April 1, 2010, the Company acquired the Mapa Spontex Baby Care and Home Care businesses ("Mapa Spontex") of Total S.A. ("Total"), through the acquisition of certain of Total's subsidiaries for a Euro purchase price of approximately €200 million (approximately $275 million), subject to certain adjustments (the "Acquisition"). The total value of the transaction, including debt assumed and or repaid, was approximately €305 million (approximately $415 million). Mapa Spontex is a global manufacturer and distributor of primarily baby care and home care products with leading market positions in Argentina, Brazil and Europe in the core categories it serves. Its baby care portfolio includes feeding bottles, soothers, teats and other infant accessories sold primarily under the Fiona®, First Essentials®, Lillo®, NUK® and Tigex® brands; and health care products, including condoms sold under the Billy Boy® brand. Its home care portfolio includes sponges, rubber gloves and related cleaning products for industrial, professional and retail uses sold primarily under the Mapa® and Spontex® brands. The Acquisition is expected to expand the Company's product offerings and distribution channels into new, attractive categories and further diversify revenue streams and increase the Company's international presence. The Acquisition is consistent with the Company's strategy of purchasing leading, niche consumer-oriented brands with attractive cash flows and strong management. Mapa Spontex is reported in the Company's Branded Consumables segment and is included in the Company's results of operations from April 1, 2010.

In addition, the Company completed three tuck-in acquisitions during 2010. On October 1, 2010, the Company acquired Aero Products International, Inc. ("Aero"), a leading provider of premium, air-filled mattresses under brand names including Aero®, Aerobed® and Aero Sport®. The acquisition of Aero is expected to expand distribution channels, as well as expand the Company's current Coleman product offerings of indoor and outdoor air beds and accessories. Aero is reported in the Company's Outdoor Solutions segment and is included in the Company's results of operations from October 1, 2010. On December 17, 2010, the Company acquired Quickie Manufacturing Corporation ("Quickie"), a leading supplier and distributor of innovative cleaning tools and supplies. Quickie designs, manufactures and distributes cleaning products including mops, brooms, dusters, dust pans, brushes, buckets and other supplies, for traditional in-home use, as well as commercial and contractor-grade applications sold primarily under the leading brands Quickie Original®, Quickie Home-Pro®, Quickie Professional®, Quickie Microban® and Quickie Green Cleaning®. The Quickie acquisition complements the Mapa Spontex acquisition by combining Quickie's leading domestic position in household stick and smallware cleaning supplies with Mapa Spontex's leading international position in gloves and sponges and provides the Company with a complete product line in conventional cleaning supplies to offer our retailers both domestically and internationally. Quickie is reported in the Company's Branded Consumables segment and is included in the Company's results of operations from December 17, 2010. The combined cash purchase price, net of cash acquired, for the Aero and Quickie acquisitions was approximately $270 million, subject to certain adjustments. Additionally, during 2010, the Company completed another tuck-in acquisition. All three tuck-in acquisitions were complementary to the Company's core businesses and from an accounting standpoint were not significant.

2009 Activity

During 2009, the Company completed three tuck-in acquisitions that by nature were complementary to the Company's core businesses and from an accounting standpoint were not significant.

Business Segments

We operate three primary business segments: Outdoor Solutions, Consumer Solutions and Branded Consumables.

Outdoor Solutions

The Outdoor Solutions segment manufactures or sources, markets and distributes global consumer active lifestyle products for outdoor and outdoor-related activities. For general outdoor activities, Coleman® is a leading brand for active lifestyle products, offering an array of products that include camping and outdoor equipment such as air beds, camping stoves, coolers, foldable furniture, gas and charcoal grills, lanterns and flashlights, propane fuel, sleeping bags, tents and water recreation products such as inflatable boats, kayaks and tow-behinds. The Outdoor Solutions segment is also a leading provider of fishing equipment under brand names such as Abu Garcia®, All Star®, Berkley®, Fenwick®, Gulp!®, JRC™, Mitchell®, Penn®, Pflueger®, Sevenstrand®, Shakespeare®, Spiderwire®, Stren®, Trilene®, Ugly Stik® and Xtools®. Team sports equipment for baseball, softball, football, basketball, field hockey and lacrosse products are sold under brand names such as deBeer®, Gait®, Miken®, Rawlings® and Worth®. Alpine and nordic skiing, snowboarding, snowshoeing and in-line skating products are sold under brand names such as Atlas®, Full Tilt®, K2®, Line®, Little Bear®, Madshus®, Marker®, Morrow®, Ride®, Tubbs®, Völkl® and 5150 Snowboards®. Water sports equipment, personal flotation devices and all-terrain vehicle gear are sold under brand names such as Helium®, Hodgman®, Mad Dog Gear®, Sevylor®, Sospenders® and Stearns®. The Company also sells high-performance technical and outdoor apparel and equipment under brand names such as CAPP3L®, Ex Officio®, K2®, Marker®, Marmot®, Planet Earth®, Ride®, Völkl® and Zoot® and premium air beds under brand names including Aero®, Aerobed® and Aero Sport®.

A summary of the well-known brand names we sell through the Outdoor Solutions segment follows:

Principal Owned Brands	Principal Products
Coleman® and Campingaz®	Camping and outdoor equipment
Abu Garcia®, All Star®, Berkley®, Fenwick®, Gulp!®, JRC™, Mitchell®, Penn®, Pflueger®, Sevenstrand®, Shakespeare®, Spiderwire®, Stren®, Trilene®, Ugly Stik® and Xtools®	Fishing equipment
deBeer®, Gait®, Miken®, Rawlings® and Worth®	Team sports equipment
Atlas®, Full Tilt®, K2®, Line®, Little Bear®, Madshus®, Marker®, Morrow®, Ride®, Tubbs®, Völkl® and 5150 Snowboards®	Alpine and Nordic skiing, snowboarding, snowshoeing and in-line skating equipment
Helium®, Hodgman®, Mad Dog Gear®, Sevylor®, Sospenders® and Stearns®	Personal flotation devices, water sports equipment and all-terrain vehicle gear
Aero®, Aerobed®, Aero Sport® and Coleman®	Inflatable air beds
CAPP3L®, Ex Officio®, K2®, Marker®, Marmot®, Planet Earth®, Ride®, Völkl® and Zoot®	Technical and outdoor apparel and equipment

Sales and Marketing

The sales force is generally deployed by geographic region: Canada, Europe, Latin America, the Pacific Rim and the United States. Our focus is on providing active lifestyle products to a broad spectrum of outdoor enthusiasts, from expert rock climbers to beginner fishermen. For example, Coleman is positioned as "The Outdoor Company™," an outdoor lifestyle brand. Within each brand, we strive to create a unique look and functionality for our products and are utilizing new and enhanced in-store merchandising to communicate those differences to the consumer. In addition, we continue to invest in brand research and market research. We also regularly utilize various promotions and public relations campaigns.

In addition to brand development, we are focused on expanding our licensing strategy to enhance brand exposure and brand equity through appropriate product extensions, while generating incremental revenue and recognition. We believe we have an objective and targeted image of high quality and excellent value. We have licensing agreements for our products with brands of the National Football League®, Major League Baseball®,

National Basketball Association®, as well as with various individual collegiate athletics departments, and with companies such as Marvel Entertainment, LLC® and Mattel®. We utilize these licensing rights to market and distribute products across a number of categories.

Distribution and Fulfillment

We have warehouse and distribution facilities in Canada, Europe, Latin America, the Pacific Rim and the United States. We also use third party warehouses and logistical services. We distribute our products to customers around the world utilizing both direct shipping from our manufacturers and distribution from our internal and third-party warehouse facilities.

Manufacturing

We manufacture our products at facilities in China, Europe, Latin America and North America, as well as through third-party sourcing, primarily in Asia. In order to ensure the quality and consistency of our products manufactured by third-party manufacturers in Asia, we have Asian-based sourcing facilities that provide manufacturing oversight, project management and quality support.

Raw Materials and Sourcing of Product

Our primary raw materials include aluminum, copper, corrugated cardboard for packaging, electrical components, plastic resin, propane gas, steel, urethane and various textiles and fabrics. Resin and urethane are components in coolers and resin is also a component of several other Outdoor Solutions products. Steel and propane gas are predominately components of appliances and fuel cylinders. These raw materials are purchased from regular commercial suppliers and are available from multiple sources in quantities sufficient to meet normal requirements. The supply and demand for these key raw materials are subject to cyclical and other market factors.

We also purchase a substantial number of finished products from various suppliers, but are not heavily dependent upon a single supplier for our sourced products in total.

Intellectual Property

The principal trademarks consist of Campingaz®, Coleman®, K2®, Marmot®, Rawlings®, Sevylor®, Shakespeare®, Stearns® and Völkl®. Other trademarks in this segment include Abu Garcia®, Aero®, Aerobed®, Aero Sport®, All Star®, Atlas®, Berkley®, Coleman®, Exponent®, deBeer®, Ex Officio®, Fenwick®, Gait®, Gulp!®, Hodgman®, JRC™, Line®, Little Bear®, Mad Dog Gear®, Madshus®, Marker®, Miken®, Mitchell®, Morrow®, Penn®, Pflueger®, Planet Earth®, Ride®, Roadtrip®, Sevenstrand®, Sospender®, Spiderwire®, Stren®, Tubbs®, Trilene®, Ugly Stik®, Worth®, Xtools®, Zoot® and 5150 Snowboards®. We believe our principal trademarks in the Outdoor Solutions segment have high levels of brand name recognition among retailers and consumers throughout Asia, Europe, Latin America and North America. In addition, we believe our brands have an established reputation for quality, reliability and value. We monitor and protect our brands against infringement, and we actively pursue the licensing of our trademarks to third parties for products that complement our product lines or businesses. We hold numerous design and utility patents covering a wide variety of products, the loss of any of which would likely not have a material adverse effect on our business as a whole.

Seasonality

Sales of our Outdoor Solutions products are generally seasonal, with the strongest sales in the first and second quarters of the calendar year for our Coleman® and team sports equipment businesses, second and third quarters for our fishing business and third and fourth quarters for our winter sports and technical apparel

businesses. Sales of these products may be negatively affected by unfavorable weather conditions and other market trends.

Consumer Solutions

The Consumer Solutions segment manufactures or sources, markets, and distributes a diverse line of household products, including kitchen appliances and personal care and wellness products for home use. This segment maintains a strong portfolio of globally recognized brands including Bionaire®, Crock-Pot®, FoodSaver®, Health o meter®, Holmes®, Mr. Coffee®, Oster®, Patton®, Rival®, Seal-a-Meal®, Sunbeam® and Villaware®. The principal products in this segment include: clippers and trimmers for professional use in the beauty and barber and animal categories; electric blankets, mattress pads and throws; household kitchen appliances, such as blenders, coffeemakers, irons, mixers, slow cookers, toasters, toaster ovens and vacuum packaging machines; personal care and wellness products, such as air purifiers, fans, heaters and humidifiers, for home use; products for the hospitality industry; and scales for consumer use.

We believe that our Consumer Solutions sales are well-diversified with respect to both geography and distribution channel. We sell a variety of branded household products including:

Principal Owned Brands	Principal Products
FoodSaver® and Seal-a-Meal®	Home vacuum packaging
Health at Home® and Health o meter®	Personal care and wellness products
Mr. Coffee®	Coffeemakers
Oster®, Rival® and Sunbeam®	Small appliances and personal care products
Crock-Pot® and VillaWare®	Specialty kitchen products
Bionaire®, Holmes®, Patton® and Sunbeam®	Household appliances

Sales and Marketing

Small kitchen appliances, household and personal care and wellness products have an internal sales force and marketing department that focus their efforts in those markets that require high levels of precision, quality and engineering expertise. The team dedicates resources across the organization to focus on developing brands. The sales force is allocated primarily by geographic region: Canada, Europe, Latin America and the United States, with sub-groups to sell different product lines. We operate in an integrated model with the business and operational teams to ensure consistency and fulfillment of marketing strategy and establish direction for the growth priorities of the brands. Advertising and brand building activities include public relations impressions, television, radio and print advertisements, direct to consumer marketing, mobile marketing activities, online marketing, consumer promotions, consumer contests and sweepstakes, demonstrations and educational events at trade shows.

In addition to brand development, we have an extensive licensing strategy to extend the reach of the brands across categories, geographies and strategic product extensions. We believe that utilizing licensing generates high value consumer impressions that are aligned with the strategic objectives of the brands and enhances emotional relevance of the product. Crock-Pot®, Oster®, Rival® and Sunbeam® are among the leading licensed housewares brands in the consumer products industry. We also establish strategic alliances with key external brands such as Arm & Hammer®, Keurig®, Margaritaville®, Pur® and Therapedic® providing us the opportunity to broaden our consumer appeal and distribution channel penetration by leveraging their consumer recognition through exciting, differentiated products.

Distribution and Fulfillment

We utilize a combination of third-party and owned warehouses in Canada, China, Europe, Latin America and the United States to distribute our Consumer Solutions products.

Manufacturing

Our research and development department designs and engineers many of our products, collaborates with our manufacturing operations and sets strict engineering specifications for our third-party manufacturers. Additionally, the research and development team ensures our proprietary manufacturing expertise despite outsourced production for those products we do not manufacture in company-owned facilities. We maintain control over all critical production molds. In order to ensure the quality and consistency of our products manufactured by third-party manufacturers in Asia, we employ a team of inspectors who examine the products we purchase on-site at the factories. Products are currently sourced through multiple key suppliers in China, Korea and the United States.

Small kitchen appliances and personal care and wellness products are developed, designed and tested at sites around the world. The products are manufactured in owned and leased facilities in China, Latin America and North America and through third-party sourcing. In order to ensure the quality and consistency of our products manufactured by third-party manufacturers in Asia, we have sourcing operations including product development, project management, sourcing management, supply chain and quality support in Hong Kong and mainland China.

Raw Materials and Sourcing of Product

Our primary raw materials for our in-house manufactured product include copper, glass, resin, steel and various paper-related packaging materials. For all key materials, we generally maintain relationships with two or more vendors to ensure we have sufficient quantities available to meet our short and long-term production requirements. We have partnered with other Jarden divisions where possible to establish new vendor relationships and consolidate, if and when possible, our order volume. We also source finished goods products from other vendors who also use many of the same materials mentioned above. Similarly, we have consolidated vendors where appropriate and expanded where necessary to take advantage of those opportunities available through our prior acquisitions.

Intellectual Property

The principal trademarks in our Consumer Solutions segment consist of Bionaire®, Crock-Pot®, FoodSaver®, Holmes®, Health o meter®, Mr. Coffee®, Oster®, Patton®, Rival®, Seal-a-Meal® and Sunbeam®. Our other brands include The Blanket with a Brain®, BORG®, Health at Home®, Hydrosurge®, Mixmaster® and Osterizer®. We believe our principal trademarks have high levels of brand name recognition among retailers and consumers. In addition, we believe our brands have an established reputation for quality, reliability and value. We monitor and protect our brands against infringement, and we actively pursue the licensing of our trademarks to third parties for products that complement our product lines or businesses. We also hold numerous design and utility patents covering a wide variety of products, the loss of any one of which would likely not have a material adverse effect on our business taken as a whole.

Seasonality

Sales of our Consumer Solutions products generally are strongest in the fourth quarter preceding the holiday season and may be negatively affected by unfavorable retail conditions and other market trends, as well as irregular weather patterns.

Branded Consumables

The Branded Consumables segment manufactures or sources, markets and distributes a broad line of branded consumer products, many of which are affordable, consumable and fundamental household staples, including arts and crafts paint brushes, brooms, brushes, buckets, children's card games, clothespins, collectible tins, condoms, cord, rope and twine, dusters, dust pans, feeding bottles, fencing, fire extinguishing products, firelogs and firestarters, home canning jars and accessories, kitchen matches, mops, other craft items, pacifiers, plastic cutlery, playing cards and accessories, rubber gloves and related cleaning products, safes, security cameras, security doors, smoke and carbon monoxide alarms, soothers, sponges, storage organizers and workshop accessories, teats, toothpicks, window guards and other accessories. This segment markets our products under the Aviator®, Ball®, Bee®, Bernardin®, Bicycle®, Billy Boy®, BRK®, Crawford®, Diamond®, Dicon®, Fiona®, First Alert®, First Essentials®, Forster®, Hoyle®, Java-Log®, KEM®, Kerr®, Lehigh®, Leslie-Locke®, Lillo®, Loew-Cornell®, Mapa®, NUK®, Pine Mountain®, Quickie Green Cleaning®, Quickie Home-Pro®, Quickie Microban®, Quickie Original®, Quickie Professional®, Spontex®, Tigex® and Wellington® brand names, among others.

We sell a variety of branded consumables products including:

Principal Owned and Licensed Brands	Principal Products
Ball®, Bernardin® and Kerr®	Home canning jars and accessories
BRK®, First Alert®, Protector® and Tundra®	Home safety products
Fiona®, First Essentials®, Lillo®, NUK® and Tigex®	Baby care products
Diamond®, Mapa®, Quickie Green Cleaning®, Quickie Home-Pro®, Quickie Microban®, Quickie Original®, Quickie Professional®, Spontex® and Virulana®	Home care products
Billy Boy®, Blausiegel™, Fromms® and Mucambo®	Health care products
Aviator®, Bee®, Bicycle®, Hoyle® and KEM®	Playing cards and card accessories
Lehigh®, SecureLine® and Wellington®	Cord, rope and twine
Forster®, Loew-Cornell® and Woodsies®	Arts and crafts products
Java-Log®, Northland®, Pine Mountain®, Starterlogg® and Superlog®	Firelogs and firestarters
Crawford®, Leslie-Locke® and Storehorse®	Storage organizers and workshop accessories, doors and fencing

Sales and Marketing

For our Branded Consumables sales efforts, we utilize internal sales, marketing and customer service staff, supported by a network of outside sales representatives. Regional sales managers are organized by geographic area and, in some cases, customers, and are responsible for customer relations management, pricing and distribution strategies, and sales generation. Our customer-specific organized sales staff includes individuals focused on key customers and also key customer groups such as casinos, electrical distributors and personal protective equipment distributors. Our marketing and sales departments work closely together to develop pricing and distribution strategies and to design packaging and develop product line extensions and new products.

Distribution and Fulfillment

We distribute our Branded Consumables products through a number of in-house distribution centers and third-party warehouses throughout Europe, North and South America and the Pacific Rim. Whenever possible, we utilize highly automated packaging equipment, allowing us to maintain our efficient and effective logistics

and freight management processes. We also work with outsourced providers for the delivery of our products in order to ensure that as many shipments as possible are processed as full truckloads, saving significant freight costs.

Manufacturing

We manufacture products such as firelogs and firestarters, kitchen matches and metal closures for our home canning jars in our North American facilities. We also manufacture playing cards and certain baby care products, home care products, health care products and home safety products at facilities around the world, including facilities in Asia, Europe, Latin America, North America and South America.

Raw Materials and Sourcing of Product

Most of our glass canning jars and raw paper stock for playing cards are supplied under multi-year supply agreements with primary vendors which assist us in achieving attractive pricing taking into consideration our volumes. Such materials are also available from other sources at competitive prices. Other raw materials used in manufacturing, including extinguisher powder, metal, nylon, paper, resin, sawdust, tin plate, wax and wood are supplied by multiple vendors and are currently available from a variety of sources at competitive prices. Our plastic cutlery is sourced from both our Process Solutions segment and China. The natural rubber for gloves; wood pulp for sponges; and polypropylene, silicone and latex for baby products are raw materials that are available from multiple sources.

Our China office is responsible for sourcing finished products from Asia in order to grow and diversify our product portfolio. Quality testing for these products is performed both by our China office and by our North American quality labs.

Historically, the raw materials and components that are necessary for the manufacture of our products have been available in the quantities that we require.

Intellectual Property

We believe that none of our active trademarks or patents is essential to the successful operation of our overall Branded Consumables business. However, our rights to use certain trademarks such as Aviator®, Ball®, Bee®, Bernardin®, Bicycle®, Billy Boy®, BRK®, Crawford®, Diamond®, Dicon®, Fiona®, First Alert®, First Essentials®, Forster®, Hoyle®, Java-Log®, KEM®, Kerr®, Lehigh®, Leslie-Locke®, Lillo®, Loew-Cornell®, Mapa®, NUK®, Pine Mountain®, Quickie Green Cleaning®, Quickie Home-Pro®, Quickie Microban®, Quickie Original®, Quickie Professional®, Spontex®, Tigex® and Wellington®, among others, may materially affect the sales of the individual products or product lines related to such trademarks.

We also have licensing agreements for brands such as Coca-Cola®, Disney®, National Football League®, Jack Daniels®, Nickelodeon® and World Poker Tour® to manufacture and distribute playing cards under those brand names.

Seasonality

Sales of our home canning products generally reflect the pattern of the growing season, and retail sales of our plastic cutlery are concentrated in the summer months and holiday periods. Sales of our home improvement products are concentrated in the spring and summer months. Sales of our firelog and firestarter products are concentrated in the fall and winter months. Sales of all these products may be negatively affected by unfavorable weather conditions and other market trends. Periods of drought, for example, may adversely affect the supply and price of fruit, vegetables and other foods available for home canning. Warm weather in the fall and winter may adversely affect our firelog and firestarter sales. Sales of arts and crafts, home care and baby care products, home safety products and playing cards are generally not seasonally concentrated.

Process Solutions

In addition to the three primary business segments described above, our Process Solutions segment manufactures, markets and distributes a wide variety of plastic products including closures, contact lens packaging, medical disposables, plastic cutlery and rigid packaging. Many of these products are consumable in nature or represent components of consumer products. Our materials business produces specialty nylon polymers, conductive fibers and monofilament used in various products, including woven mats used by paper producers and weed trimmer cutting line, as well as fiberglass radio antennas for marine, citizen band and military applications. We are also the largest North American producer of niche products fabricated from solid zinc strip and are the sole source supplier of copper plated zinc penny blanks to the United States Mint and a major supplier to the Royal Canadian Mint, as well as a supplier of brass, bronze and nickel plated finishes on steel and zinc for coinage to other international markets. In addition, we manufacture a line of industrial zinc products marketed globally for use in the architectural, automotive, construction, electrical component and plumbing markets.

Sales and Marketing

Process Solutions utilizes a team sell approach that includes internal sales, marketing, customer service, outside sales representatives, and manufacturing team members to offer best-in-class solutions to both our industrial and consumer product customers. Our marketing, sales and research and development departments work closely together to develop new products and innovative technologies that add value to both our customers and the end users. Market research, focus groups and end user interviews are key components in our customer-focused marketing strategy as we continue to fill the new product pipeline with solutions that offer innovation at a value.

Our business growth is fueled by building strong brands in both the industrial and consumer product markets. We use radio and print advertisements, public relations impressions, online marketing, co-op direct to consumer marketing, consumer promotions and trade shows as vehicles to build our brands globally.

Government Contracts

We enter into contracts with the United States government, which contain termination provisions customary for government contracts. The United States government retains the right to terminate such contracts at its convenience. However, if a contract is terminated, we are entitled to be reimbursed for allowable costs and profits to the date of termination relating to authorized work performed to such date. The United States government contracts are also subject to reduction or modification in the event of changes in government requirements or budgetary constraints. Since entering into a contract with us in 1981, the United States government has not terminated the penny blank supply arrangement. In 2006, we entered into a multi-year supply contract with the Royal Canadian Mint for defined volumes on a “take or pay” basis.

Manufacturing

We manufacture our products, including the Shakespeare® brand of nylon, in facilities throughout China, Europe and North America. Our research and development group, Jarden Design Associates, engineers sustainable products and services for our business units and OEM customers.

Customers and Competition

We distribute our products in over 100 countries, primarily through club stores; craft stores; direct-to-consumer channels, primarily infomercials; department stores; drugstores; grocery retailers; home improvement stores; mass merchandisers; on-line; specialty retailers and wholesalers. In 2010, approximately 21% of the our consolidated net sales were to Walmart, who purchased product from our Company’s three

primary business segments: Outdoor Solutions, Consumer Solutions and Branded Consumables and was our single largest customer. No other customer represents more than 5% on our consolidated net sales. Other leading customers include: Academy Sports + Outdoors, Bed Bath and Beyond, Canadian Tire, Costco, Dick's Sporting Goods, The Home Depot, Kmart, Kroger, Lowe's and Target.

The markets in which our businesses operate are generally highly competitive, based primarily on product quality, product innovation, price and customer service and support, although the degree and nature of such competition vary by location and product line. Since we offer such of a broad range of consumer products, our competitors are varied and are both larger and smaller companies that offer the same or similar consumer products. We do not have a competitor that offers an array of consumer products that are comparable to the Company's. We have a larger number of competitors that generally only compete within a few individual products or product lines. In addition to branded products, we regularly compete against the private label brands of retailers and "generic" non-branded products in certain categories.

Competitive Strengths

We believe that the following competitive strengths serve as a foundation for our business strategy:

Market Leadership Positions. In North America, we are a leader in several categories including alpine skis and bindings, snowboarding and snowshoeing, baseballs, bats and batting helmets, softballs and gloves, camping gear, cordage, firelogs and firestarters, fishing soft baits, rods, reels, and combos, home canning, home vacuum packaging, matches and toothpicks, personal flotation devices, playing cards, boxed plastic cutlery, selected small kitchen appliances, warming blankets and a number of other branded consumer products. We believe that the specialized nature of our niche categories, and our market shares therein, provide us with competitive advantages in terms of demand from consumers and enhanced brand awareness. We believe our leadership positions contribute to our ability to attract new customers and enter new distribution channels.

Our Coleman® and Campingaz® brands are widely recognized domestically, in Europe and in the Pacific Rim, and we are a leader in a number of camping and outdoor equipment product categories, including tents, lanterns and stoves. Our Ugly Stik® models have been the best selling fishing rods in the U.S. for over 20 years. Penn® is a leading product line and brand that is principally focused on salt water fishing reels. Through our Helium®, Hodgman®, Nevin®, Sospenders® and Stearns® brands, we are a leading provider of flotation vests, jackets and suits ("personal flotation devices"), cold water immersion products and wet suits. Sevylor® is a leading brand in innovative inflatable towables, boats, kayaks and related products. We sell alpine and Nordic skis under a number of brands including Line®, K2®, Madshus® and Völkl®, and alpine ski bindings under the name Marker® in the three major ski markets of the world—Europe, Japan and North America. We sell boots, bindings, snowboards, snowboard outerwear and snowshoes under a number of brands including Atlas®, K2®, Morrow®, Ride®, Tubbs® and 5150 Snowboards®. We believe we are a leader in each of the ski, snowboard and snowshoe categories that we participate in. We believe that Rawlings® is a leading brand and supplier of baseball equipment in North America and, through its licensee, in Japan. Rawlings' products in this area include baseball gloves, baseballs, softballs, batters' helmets, catchers' and umpires' protective equipment, aluminum, composite and wood baseball bats, batters' gloves and accessories. Rawlings is a major supplier to professional, collegiate, interscholastic and amateur organizations worldwide and is also the official baseball supplier to Major League Baseball ("MLB"), Minor League Baseball and the National Collegiate Athletic Association, as well as the official helmet supplier to MLB. Worth® and Miken® are leading brands for softball products with leading positions in collegiate and amateur slow pitch and fast pitch softball. Our Marmot® brand is a leader in the premium-priced, high- performance technical outdoor apparel and equipment market. Marmot® designs, manufactures, markets and distributes performance jackets, technical rainwear, expedition garments, fleeces, softshells, skiwear outerwear and accessories, gloves, and expedition quality tents, packs and sleeping bags and related accessories sold under the Marmot® brand name and apparel sold under the Marker® brand name. The Ex Officio® brand is recognized as a leader in the design, manufacture, sale and distribution of outdoor and adventure travel apparel for men and women. As a leading provider of small kitchen appliances, we work directly

with retailers, often as the category manager, to identify and support consumers' needs. Our Crock-Pot®, FoodSaver®, Mr. Coffee®, Oster® and Sunbeam® brands hold leading or significant positions in a number of small kitchen appliance categories, including automatic drip coffeemakers, blenders, slow cookers, stand and hand mixers, toaster ovens and vacuum sealers. We created the home vacuum packaging category at most of our retailers and continue to lead the category by providing innovation and marketing tools to promote the FoodSaver® brand and home vacuum packaging to consumers. We believe our Ball® brand is synonymous with home canning. We are either the named category manager, sole supplier or one of a very limited number of external vendors to the dominant retailers in both the firelogs and firestarters, and rope, cord and twine product lines. In the playing card industry, our Branded Consumables segment is a leading provider of playing cards under the Bee®, Bicycle® and Hoyle® brands. We are a leading provider of cellulose sponges in Europe under the Spontex® brand. In the baby care industry, we enjoy leading positions in Brazil, France and Germany, under the Fiona®, Lillo®, NUK® and Tigex® brands and rank among the top players in Spain and the United States. We are a leading provider of condoms in Germany under the Billy Boy® brand.

Strong Brand Name Recognition. We have built a portfolio of leading consumer brands, which assists us in gaining retail shelf space and introducing new products. Several of our leading brands, such as Ball® jars, Bicycle® playing cards, Coleman® lanterns, Diamond® kitchen matches, Rawlings® baseball gloves and Shakespeare® fishing rods, have been in continuous use for over 100 years. The Coleman®, First Alert®, K2®, Marmot®, Mr. Coffee®, Oster®, Pine Mountain®, Rawlings®, Ride®, Rival®, Shakespeare®, Starterlogg®, Stearns®, Sunbeam® and Völkl® brands are highly recognized brands in their respective market segments. We believe the Rawlings® and Worth® brands in baseball and softball, respectively, the deBeer® and Gait® brand names in lacrosse and K2®, Marker® and Völkl® in snowboards, skis and ski bindings have an extremely high brand name recognition in their market segments. Our Abu Garcia®, Berkley®, Mitchell®, Penn®, Pflueger® Shakespeare®, Stren®, Trilene® and Ugly Stik® brands are highly recognized within the outdoor enthusiast and fishing market segments. We believe our Ex Officio®, K2®, Marmot®, Marker®, Planet Earth® and Völkl® brands represent quality technical apparel and equipment within their market segments. We believe Diamond® is a leading brand in plastic cutlery, kitchen matches and toothpicks for use in and around the home. We believe that the Mapa® brand is synonymous with rubber gloves in Argentina and France; that the Spontex® brand is a household name in Western and Central Europe; and that NUK® is a worldwide leading brand in soothers. We also believe our Aerobed®, FoodSaver® and Quickie® brands are household names in inflatable airbeds, home vacuum packaging systems and cleaning tools and related supplies, respectively. Overall, we believe our strong brand recognition and consumer awareness, coupled with the quality of our products, help promote significant customer loyalty.

Comprehensive Product Offering. We provide retailers with a broad and diversified portfolio of consumer products across multiple categories, which adds diversity to our revenues and cash flows. Within these categories, we service the needs of a wide range of consumers and satisfy their different tastes, preferences and budgets. Our Outdoor Solutions segment, with products ranging from skis to fishing lures to personal flotation devices to baseball gloves to lanterns and coolers, under brands such as Coleman®, Campingaz®, K2®, Rawlings®, Stren®, Stearns® and Trilene®, is a leading global outdoor lifestyle business with comprehensive product offerings in numerous categories. We believe our Consumer Solutions segment, through our Bionaire®, FoodSaver®, Holmes®, Mr. Coffee®, Oster®, Rival®, Seal-a-Meal®, Sunbeam® and VillaWare® brands, is well positioned in the kitchen and household appliance categories to take advantage of a "good, better, best" strategy in order to target consumers with various levels of price sensitivity and product sophistication. Our Branded Consumables segment offers a range of branded products to serve the value, mid-tier and premium price points. Additionally, our Branded Consumables segment offers kitchen matches, retail plastic cutlery and toothpicks of various counts, sizes and durability, as well as leading playing card products in each pricing category and a broad portfolio of card and gaming accessories. Our Branded Consumables segment also offers a diversified portfolio of consumer products, including baby care products (e.g., feeding bottles, pacifiers, soothers and teats), cordage (e.g., ropes and twines), fire extinguishing products, firelogs and firestarters, home care products (e.g., brooms, brushes, buckets, dusters, dust pans, mops, rubber gloves, sponges and related cleaning products), security screen doors and fencing, smoke and carbon monoxide alarms, storage organizers and workshop accessories.

We believe our ability to serve retailers with a broad array of branded products and introduce new products will continue to allow us to further penetrate existing customer bases while also attracting new customers.

Recurring Revenue Stream. We derive recurring and, we believe, non-cyclical annual sales from many of our leading products due to their affordability and position as fundamental staples within many households. Our cord, rope and twine, feeding bottles, firelogs, firestarters, home care products (e.g., mops, rubber gloves, sponges and related cleaning products), jar closures, kitchen matches, plastic cutlery, teats and toothpicks are consumable in nature and exemplify these traits. Moreover, we believe that as the installed base of FoodSaver® and Seal-a-Meal® appliances increases, our disposable storage bags and related accessories used with these appliances will constitute an increasing percentage of total food preservation revenues. Additional sources of recurring revenue include replacement blades for our grooming and shearing business, replacement propane and fuel tanks for our camping business and filters for humidifiers and air purifiers.

Continuous Improvement Programs. A core element of Jarden's DNA is to "strive to be better." To that end, we continuously strive to enhance profitability and competitive advantage by leveraging our scale as a buyer in the marketplace and reducing our internal operating costs by sharing infrastructure and expertise across all business units. These endeavors cover all cost centers, including all costs of goods sold (material, labor, and overhead), transportation and warehousing, and selling, general and administrative expenses.

Our procurement professionals participate on cross-business commodity councils to negotiate and implement enterprise level supply agreements that take into account our global demand for raw materials, components, finished goods, fulfillment services, professional services, information technology, telecommunications, transportation, and other goods and services. These contracts allow every Jarden business, regardless of size, to operate with the buying power of a Fortune 500 company.

In order to leverage our global procurement and fulfillment expertise to the benefit of our stockholders, a center-led strategy is employed that consolidates redundant functions within operating segments to reduce overhead and increase focus on new areas of product innovation. Jarden businesses are constantly collaborating on projects to share resources and best practices in a way that increases our unique competitive advantage. Furthermore, opportunities are selectively pursued across operating segments to cross-utilize infrastructure such as warehouses, offices, and factory capacity.

The commodity councils and center-led procurement operating models are highly scalable and simplify the integration of newly acquired companies. Jarden is able to take advantage of leverage from acquired companies and offer those companies access to Fortune 500 scale enabling the realization of synergies and cost savings very quickly. Our supply chain operations partner with all our businesses to ensure that we are continuously focused on enhancing profitability and competitive advantage. Our operating models are being extended globally to adapt to the growth in our portfolio of companies and revenue outside traditional markets in North America.

We utilize an efficient outsourced manufacturing network of suppliers for certain of our products. Many of these relationships are long-term, affording us increased flexibility and stability in our operations. This diverse network allows us to maintain multiple sources of quality products while keeping price points competitive. The global reach of our supply network also enables our businesses to leverage our collective experience when seeking new sources of supply in low cost regions outside our traditional supply markets.

Operating numerous factories in more than a dozen countries, gives our supply chain executives invaluable real-time insight into the relative cost and complexity associated with manufacturing in many regions of the world. This insight is used to ensure that we are producing our products in the location that will deliver the best cost and quality. We continuously evaluate the portfolio of products we manufacture and source to ensure that we are pursuing the best strategy for either outsourcing or insourcing to further vertically integrate our supply chain.

In order to reach our customers globally, our distribution and warehousing networks in and between major markets are significant. Our approach to design emphasizes collaboration across all platforms to increase optimization, reduce logistics costs, and engineer networks that are aligned with the needs of our customers. In many ways, the collective expertise across the Jarden portfolio of businesses allows each individual company to shorten its learning curve in any number of functional areas. This translates into a competitive advantage for our customers, and employees.

Low Cost Manufacturing. We focus on executing manufacturing programs involving large volumes with superior efficiencies, low cost and high quality. We organize the production runs in many of our business segments' product lines to minimize the number of manufacturing functions and the frequency of material handling. We also utilize, where practical, a flexible process which uses cellular manufacturing to allow a continuous flow of parts with minimal set up time. Our efficient and automated plastic cutlery manufacturing and firelog and firestarter operations enable us to produce, count and package plastic cutlery and produce and package firelogs and firestarters ready for retail distribution with minimal labor costs. In our manufacturing facilities in China, we focus on manufacturing proprietary products and products where our expertise provides a lower production cost.

Proprietary and Patented Technology. The Company has over one hundred active brands that in the aggregate are important to the success of our business. Some of the Company's most significant registered trademarks are Berkley®, Coleman®, Campingaz®, FoodSaver®, Holmes®, K2®, Mr. Coffee®, NUK®, Oster®, Rawlings®, Spontex® and Sunbeam®. Additionally, we believe that we have proprietary expertise in the design, development and manufacture of certain of our products supported by patented technology that provide us with a competitive advantage and enable us to maintain our leading positions.

Proven and Incentivized Management Team. Our management team has a proven track record of successful management with positive operating results. Our executive corporate management team is led by Martin E. Franklin, our Chairman and Chief Executive Officer, Ian G.H. Ashken, our Vice Chairman and Chief Financial Officer, and James E. Lillie, our President and Chief Operating Officer. Our primary operating segments are led by executives with extensive experience in the branded consumer products markets.

Business Strategy

Our objective is to increase profitability, cash flow and revenue while enhancing our position as a leading manufacturer, marketer and distributor of branded consumer products used in and around the home and "home away from home." Our strategy for achieving these objectives includes the following key elements:

Further Penetrate Existing Distribution Channels. We seek to further penetrate existing distribution channels to drive organic growth by leveraging our strong existing customer relationships and attracting new customers. We intend to further penetrate existing distribution channels by continuing to:

- provide quality products;
- fulfill logistical requirements and volume demands efficiently and consistently;
- provide comprehensive product support from design to after-market customer service;
- cross-sell our brands across various business segments to our extensive combined customer bases;
- leverage strong established European, Latin American and Pacific Rim distribution channels; and
- establish new distribution channels through our subsidiaries in China and India.

Introduce New Products. To drive organic growth from our existing businesses, we intend to continue to leverage our strong brand names, customer relationships and proven capacity for innovation to develop new products and product extensions in each of our major product categories.

In 2010, in our Outdoor Solutions segment, Coleman introduced a line of Instant tents with proprietary technology, which allows even a 10 person tent to set up in 60 seconds or less, and the revolutionary XPS rechargeable lighting system which allows for an interchangeable power source for our broad range of flashlights and lanterns. Additionally, in our Outdoor Solutions segment during 2010, we introduced award winning skiing products. We entered the alpine touring market with introduction of the Marker® F10 and F12 Tour ski bindings and we introduced the Völkl® Eco Amaruq ski, our leading environmentally conscious flagship ski. We also launched the Racetiger with Psi technology that allows the ski's flex to be customized by the retailer for specific individual consumer criteria. Our Marmot® line technical apparel is updated annually with new product innovations and we plan on expanding the Marmot® sportswear line for the spring of 2011. Additionally, during 2010, we opened our third Marmot® retail store, which is a partnership store in Squaw Valley, California. Our plan is to open additional company-owned and partnership stores over the next few years. In our Consumer Solutions segment during 2010, we continued the expansion of our appliance portfolio with new innovative products that meet the needs of consumers, driven by an increase in coffee consumption, at home entertainment and more meals being prepared at home. Key introductions include the Crock-Pot® Designer series of slow cookers, the Oster® Entertainer Blender, the Food Saver® Game Saver vacuum sealer and the Mr. Coffee® Single Serve using Keurig® brewing technology. In our Branded Consumables segment during 2010, we extended our line of home safety products with the introduction of First Alert® branded security cameras and we launched our award winning baby bathtub under the Tigex® brand that can be used in many different ways as the child grows and is designed to reduce water consumption through adjustable dividers.

In 2009, our Outdoor Solutions segment introduced the Rawlings® S100 batting helmet to the baseball market. We believe that this helmet is the safest helmet on the market with the ability to withstand pitches up to 100 mph. This helmet was mandated for use by all minor league professional teams beginning in 2010. Additionally, in 2009 we introduced a whole new approach to the cooler category with our "mix and match" stackable Coleman® Party Stacker™ coolers, we revolutionized the battery lantern category with our Coleman® Quad lantern, which doubles as both a lantern and four individual flashlights and developed a state-of-the-art Penn® salt water fishing reel with new technology that makes the reel significantly easier to clean and maintain. Additionally, during 2009, we opened our first two Marmot® retail stores in Aspen, Colorado and Park City, Utah. In our Consumer Solutions segment during 2009, we expanded our appliance portfolio into growing specialty segments that are driven by an increase in at-home entertainment and consumers continued desire to save money, with the introduction of the Crock-Pot® Duo, Food Saver® Freshsaver, Food Saver® Mealsaver and the Mr. Coffee® Frappe, and in Latin America we introduced a new Oster® organic baby food maker and storage system. In our Branded Consumables segment during 2009, we introduced a "burn time" version of our Pine Mountain® firelogs. Historically, firelogs were sold based upon weight. The "burn time" firelog provides the consumer with benefit of being able to purchase a firelog based upon the amount of time it burns.

Pursue Strategic Acquisitions. Consistent with the Company's historical acquisition strategy, to the extent the Company pursues future acquisitions, the Company intends to focus on businesses with product offerings that provide geographic or product diversification, or expansion into related categories that can be marketed through the Company's existing distribution channels or provide us with new distribution channels for our existing products, thereby increasing marketing and distribution efficiencies. Furthermore, the Company expects that acquisition candidates would demonstrate a combination of attractive margins, strong cash flow characteristics, category leading positions and products that generate recurring revenue. The Company anticipates that the fragmented nature of the consumer products market will continue to provide opportunities for growth through strategic acquisitions of complementary businesses. However, there can be no assurance that the Company will complete an acquisition in any given year or that any such acquisition will be significant or successful. The Company will only pursue a candidate when we believe it is deemed to be fiscally prudent and that meets the Company's acquisition criteria. The Company anticipates that any future acquisitions would be financed through any combination of cash on hand, operating cash flow, availability under our existing credit facilities and new capital market offerings.

Further Expand Internationally. We derived approximately 36% and 31% of our consolidated sales in 2010 and 2009, respectively, from international markets. We were able to expand our international sales in 2010, as a result of the Acquisition. We intend to pursue further expansion of our international sales primarily by leveraging our distribution channel opportunities across product lines and by pursuing strategic cross-selling or co-branding in our foreign businesses with established complementary distribution channels. We believe our strong international distribution network will continue to assist us in placing more products into foreign channels and increase the rate at which our products assimilate themselves into homes in the European, Latin American and Pacific Rim markets. In 2009 and 2008, our Consumer Solutions segment expanded operations into Brazil and India, respectively. In Brazil, our initial placement for Oster® appliances was achieved at various retailers, including e-commerce, direct-to-consumer and conventional retail, with focus on getting placement at the largest retailers. In India, we developed products with features that meet the local needs, invested in brand communications to create brand awareness for Bionaire® and Oster® products and expanded distribution in key channels, focusing on metropolitan clusters to leverage the sales team.

Focus on Operating Margin Improvements. We intend to continue to focus on expanding margins through operating efficiencies and the realization of synergies from our business units. We continue to facilitate the integration of our businesses and the transfer of best practices throughout each of our operating units. We use our scale to leverage our supply chain, distribution and production costs as well.

In the fourth quarter of 2009, our Coleman business opened a new distribution warehouse in the Kansas City, Kansas area to handle the majority of our product sourced from Asia. This warehouse allowed for consolidation of the previous sixteen separate domestic warehouse facilities down to five locations. Cost savings from this consolidation have been primarily driven by lower inbound freight costs, reduced rent and third-party warehousing costs, and reduced inland freight expenses for distributing product. Additionally, Jarden Home Brands (within the Branded Consumables segment), occupies a portion of this warehouse and closed its distribution center in the area. The combining of these facilities provided immediate fixed cost savings and in the long-term will allow for synergies and additional cost savings for both companies through integration of equipment, labor and transportation.

Environmental Matters

Our operations are subject to federal, state and local environmental and health and safety laws and regulations, including those that impose workplace standards and regulate the discharge of pollutants into the environment and establish standards for the handling, generation, emission, release, discharge, treatment, storage and disposal of materials and substances including solid and hazardous wastes. We believe that we are in material compliance with such laws and regulations. Further, the cost of maintaining compliance has not, and we believe, in the future, will not, have a material adverse effect on our business, consolidated results of operations and consolidated financial condition. Due to the nature of our operations and the frequently changing nature of environmental compliance standards and technology, we cannot predict with any certainty that future material capital or operating expenditures will not be required in order to comply with applicable environmental laws and regulations.

In addition to operational standards, environmental laws also impose obligations on various entities to clean up contaminated properties or to pay for the cost of such remediation, often upon parties that did not actually cause the contamination. We have attempted to limit our exposure to such liabilities through contractual indemnities and other mechanisms. We do not believe that any of our existing remediation obligations, including those at third-party sites where we have been named a potentially responsible party, will have a material adverse effect upon our business, consolidated results of operations or consolidated financial condition.

Employees

As of December 31, 2010, we employed over 24,000 people in Canada, Europe, Latin America, the Pacific Rim (including China) and the United States. As of December 31, 2010, our Chinese operations employed approximately 5,500 people on both a full-time and temporary basis. Approximately 470 union workers are covered by five collective bargaining agreements at five of our U.S. facilities. These agreements expire at our jar closure facility (Muncie, Indiana) in 2014, at our match manufacturing facility (Cloquet, Minnesota) in 2011, at our zinc facility (Greeneville, Tennessee) in 2012, at our baby care facility (Reedsburg, Wisconsin) in 2011 and at our monofilament plant (Enka, North Carolina) in 2013. Additionally, approximately 100 employees at our Legutiano, Spain manufacturing facility, approximately 210 employees at our Lyon, France facility, approximately 320 employees at our Ipoh, Malaysia facility, approximately 460 employees at our Zeven, Germany facility, approximately 50 employees at our other European facilities and approximately 1,470 employees at our Latin America facilities are unionized.

We have not experienced a work stoppage during the past five years except for a brief stoppage in 2008 in Lyon, France in connection with a restructuring at that location. Management believes that our relationships with our employees and collective bargaining unions are satisfactory.

Research and Development

Research and development costs are expensed as incurred in connection with our internal programs for the development of products and processes.

Website Access Disclosure

Our internet website address is *http://www.jarden.com*. We make available free of charge through our website our annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and all amendments to those reports filed pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, and the proxy statement for our annual meeting of stockholders, as soon as reasonably practicable after such material is electronically filed with or furnished to the Securities and Exchange Commission (the “Commission”). In addition, information concerning purchases and sales of our equity securities by our executive officers and directors is posted on our website, by the end of the business day after filing.

Our website also includes the following corporate governance materials, at the tab “Governance”: our Business Conduct and Ethics Policy; our Board of Directors Governance Principles and Code of Conduct Policy; our Insider Trading Policy; our Management and Board of Directors; our Committee Composition; our Insider Transactions; and the charters of our Board of Directors committees. These corporate governance materials are also available in print upon request by any stockholder to our Investor Relations department at our executive corporate headquarters.

Information on our website does not constitute part of this Annual Report on Form 10-K.

In addition to the information included in this Item 1, see Item 7 (Management’s Discussion and Analysis of Financial Condition and Results of Operations) and Item 8, Note 1 (Business and Significant Accounting Policies) and Note 17 (Segment Information) for financial and other information concerning our business segments and geographic areas.

Our executive corporate headquarters is located at 555 Theodore Fremd Avenue, Rye, NY 10580, and our telephone number is (914) 967-9400.

Item 1A. Risk Factors

The ownership of our common stock involves a number of risks and uncertainties. Potential investors should carefully consider the risks and uncertainties described below and the other information in this Annual Report on Form 10-K before deciding whether to invest in our securities. Our business, financial condition or results of operations could be materially adversely affected by any of these risks. The risks described below are not the only ones facing us. Additional risks that are currently unknown to us or that we currently consider to be immaterial may also impair our business or adversely affect our financial condition or results of operations.

Risks Relating to Our Business

We are subject to risks related to our dependence on the strength of retail economies in various parts of the world and our performance may be affected by general economic conditions and the current global financial crisis.

The Company's business depends on the strength of the retail economies in various parts of the world, primarily in North America and to a lesser extent Asia, Central and South America and Europe, which have recently deteriorated significantly and may remain depressed, or be subject to further deterioration, for the foreseeable future. These retail economies are affected primarily by factors such as consumer demand and the condition of the retail industry, which, in turn, are affected by general economic conditions and specific events such as natural disasters, terrorist attacks and political unrest. The impact of these external factors is difficult to predict, and one or more of the factors could adversely impact our business, results of operations and financial condition.

Purchases of many consumer products are discretionary and tend to be highly correlated with the cycles of the levels of disposable income of consumers. As a result, any substantial deterioration in general economic conditions could adversely affect consumer spending patterns, our sales and our results of operations. In particular, decreased consumer confidence or a reduction in discretionary income as a result of unfavorable macroeconomic conditions may negatively affect our business. If the current macroeconomic environment persists or worsens, consumers may reduce or delay their purchases of our products. Any such reduction in purchases could have a material adverse effect on our business, financial condition and results of operations.

Changes in the retail industry and markets for consumer products affecting our customers or retailing practices could negatively impact existing customer relationships and our results of operations.

We sell our Outdoor Solutions, Consumer Solutions and Branded Consumables products to retailers, including club, department store, drug, grocery, mass merchant, sporting goods and specialty retailers, as well as direct to consumers. A significant deterioration in the financial condition of our major customers could have a material adverse effect on our sales and profitability. We regularly monitor and evaluate the credit status of our customers and attempt to adjust sales terms as appropriate. Despite these efforts, a bankruptcy filing by a key customer could have a material adverse effect on our business, results of operations and financial condition.

In addition, as a result of the desire of retailers to more closely manage inventory levels, there is a growing trend among retailers to make purchases on a "just-in-time" basis. This requires us to shorten our lead time for production in certain cases and more closely anticipate demand, which could in the future require us to carry additional inventories.

We may be negatively affected by changes in the policies of our retailer customers, such as inventory destocking, limitations on access to and time on shelf space, use of private label brands, price demands, payment terms and other conditions, which could negatively impact our results of operations.

There is a growing trend among retailers in the U.S. and in foreign markets to undergo changes that could decrease the number of stores that carry our products or increase the concentration of ownership within the retail industry, including:

- consolidating their operations;
- undergoing restructurings or store closings;
- undergoing reorganizations; or
- realigning their affiliations.

These consolidations could result in a shift of bargaining power to the retail industry and in fewer outlets for our products. Further consolidations could result in price and other competition that could reduce our margins and our net sales.

Our sales are highly dependent on purchases from several large customers and any significant decline in these purchases or pressure from these customers to reduce prices could have a negative effect on our future financial performance.

Due to consolidation in the U.S. retail industry, our customer base has become relatively concentrated. In 2010, one customer, Walmart, accounted for approximately 21% of our consolidated net sales.

Although we have long-established relationships with many of our customers, we do not have any long-term supply or binding contracts or guarantees of minimum purchases. Purchases by our customers are generally made using individual purchase orders. As a result, these customers may cancel their orders, change purchase quantities from forecast volumes, delay purchases for a number of reasons beyond our control or change other terms of our business relationship. Significant or numerous cancellations, reductions, delays in purchases or changes in business practices or by customers could have a material adverse effect on our business, results of operations and financial condition. In addition, because many of our costs are fixed, a reduction in customer demand could have an adverse effect on our gross profit margins and operating income.

We depend on a continuous flow of new orders from our large, high-volume retail customers; however, we may be unable to continually meet the needs of our customers. Furthermore, on-time delivery and satisfactory customer service are becoming increasingly important to our customers. Retailers are increasing their demands on suppliers to:

- reduce lead times for product delivery, which may require us to increase inventories and could impact the timing of reported sales;
- improve customer service, such as with direct import programs, whereby product is supplied directly to retailers from third party suppliers; and
- adopt new technologies related to inventory management such as Radio Frequency Identification, otherwise known as RFID, technology, which may have substantial implementation costs.

We cannot provide any assurance that we can continue to successfully meet the needs of our customers. A substantial decrease in sales to any of our major customers could have a material adverse effect on our business, results of operations and financial condition.

Changes in foreign, cultural, political and financial market conditions could impair our international operations and financial performance.

Some of our operations are conducted or products are sold in countries where economic growth has slowed, such as Japan; or where economies have suffered economic, social and/or political instability or hyperinflation or where the ability to repatriate funds has been delayed or impaired in recent years, such as Venezuela and Mexico.

Current government economic and fiscal policies, including stimulus measures and currency exchange rates and controls, in these economies may not be sustainable and, as a result, our sales or profits related to those countries may decline. The economies of other foreign countries important to our operations, including other countries in Asia, Europe and Latin America, could also suffer slower economic growth or economic, social and/or political instability or hyperinflation in the future. International operations, including manufacturing and sourcing operations (and the international operations of our customers), are subject to inherent risks which could adversely affect us, including, among other things:

- protectionist policies restricting or impairing the manufacturing, sales or import and export of our products;
- new restrictions on access to markets;
- lack of developed infrastructure;
- inflation (including hyperinflation) or recession;
- devaluations or fluctuations in the value of currencies;
- changes in and the burdens and costs of compliance with a variety of foreign laws and regulations, including tax laws, accounting standards, environmental laws and occupational health and safety laws;
- social, political or economic instability;
- acts of war and terrorism;
- natural disasters or other crises;
- reduced protection of intellectual property rights in some countries;
- increases in duties and taxation;
- restrictions on transfer of funds and/or exchange of currencies;
- expropriation of assets; and
- other adverse changes in policies, including monetary, tax and/or lending policies, encouraging foreign investment or foreign trade by our host countries.

Should any of these risks occur, our ability to sell or export our products or repatriate profits could be impaired; we could experience a loss of sales and profitability from our international operations; and/or we could experience a substantial impairment or loss of assets, any of which could have a material adverse impact on our business.

Currency devaluations or fluctuations may significantly increase our expenses and affect our results of operations as well as the carrying value of international assets on our balance sheet, especially where the currency is subject to intense political and other outside pressure, such as in the case of the Venezuelan Bolivar and the Chinese Renminbi.

While we transact business predominantly in U.S. dollars and most of our revenues are collected in U.S. dollars, a substantial portion of our assets, revenues, costs, such as payroll, rent and indirect operational costs, and earnings are denominated in other currencies, such as the Chinese Renminbi, Venezuelan Bolivar, European Euro, Japanese Yen, Mexican Peso, and British Pound. Changes in the relation of these and other currencies to the U.S. dollar will affect the carrying value of our international assets as well as our sales and profitability and could result in exchange losses. For example, a stronger Mexican Peso would mean our products assembled or produced in Mexico would be more expensive to import into the U.S. or other countries, thereby reducing profitability of those products. Likewise, if the government of China allowed the Chinese Renminbi to rise substantially versus the U.S. dollar, the cost of our products produced in China would rise. In 2010, Venezuela was designated a hyper-inflationary economy, and the Venezuelan government devalued its currency.

Consequently, the Company changed the functional currency of the Company's subsidiary in Venezuela from the Venezuelan Bolivar to the U.S. dollar and recorded an accounting charge against earnings relating to foreign exchange translation as a result of the hyperinflationary status. The Company will continue to recognize in our income statement any differences that may arise from the remeasurement of U.S. dollar-denominated assets and liabilities at the parallel market rate and their subsequent translation for financial reporting purposes at the official rate, which could have a material adverse effect on our results of operations. In addition, the devaluation of 2010, and any future devaluation of the Venezuelan Bolivar, will negatively impact the carrying value of our assets in Venezuela and our results of operations because the earnings and assets of our Venezuelan operations will be reduced when translated into U.S. dollars.

As the Company has substantial operations and assets located outside the United States, foreign currency devaluations or fluctuations in the applicable foreign currency exchange rates in relation to the U.S. dollar could continue to have a material adverse impact on our business, results of operations and financial condition , both for purposes of actual conversion and financial reporting purposes. The impact of future exchange rate devaluations or fluctuations on our results of operations cannot be accurately predicted. There can be no assurance that the U.S. dollar foreign exchange rates will be stable in the future or that fluctuations in financial or foreign markets will not have a material adverse effect on our business, results of operations and financial condition.

Our failure to generate sufficient cash to meet our liquidity needs may affect our ability to service our indebtedness and grow our business.

Our ability to make payments on and to refinance our indebtedness, including any of our debt securities and amounts borrowed under our senior secured credit facility, and to fund planned capital expenditures and expansion efforts and strategic acquisitions we may make in the future, if any, will depend on our ability to generate cash in the future. This, to a certain extent, is subject to general economic, financial, competitive and other factors that are beyond our control.

Based on our current level of operations, we believe our cash flow from operations, together with available cash and available borrowings under our senior secured credit facility, will be adequate to meet future liquidity needs for at least the next twelve months. However, we cannot assure you that our business will generate sufficient cash flow from operations in the future, that our currently anticipated growth in revenues and cash flow will be realized on schedule or that future borrowings will be available to us under our senior secured credit facility in an amount sufficient to enable us to service indebtedness, including any of our debt securities, grow our business or to fund other liquidity needs. We may need to refinance all or a portion of our indebtedness, including any of our debt securities and our senior secured credit facility, on or before maturity. We cannot assure you that we will be able to do so on commercially reasonable terms or at all, which could have a material adverse effect on our business.

Our indebtedness imposes constraints and requirements on our business and financial performance, and our compliance and performance in relationship to these could materially adversely affect our financial condition and operations.

We have a significant amount of indebtedness. As of December 31, 2010, we had total indebtedness of approximately $3.2 billion. Our significant indebtedness could:

- increase our vulnerability to general adverse economic and industry conditions;
- require us to dedicate a substantial portion of our cash flow from operations to payments on our indebtedness, thereby reducing the availability of our cash flow to fund working capital, capital expenditures, acquisitions and investments and other general corporate purposes;
- limit our flexibility in planning for, or reacting to, changes in our business and the markets in which we operate;

- adversely affect our ability to expand our business, market our products and make investments and capital expenditures;
- adversely affect our ability to pursue our acquisition strategy;
- place us at a competitive disadvantage compared to our competitors that have less debt; and
- limit, among other things, our ability to borrow additional funds.

The terms of our senior secured credit facility and the indentures governing our 7 1/2% senior subordinated notes due 2020, our 7 1/2% senior subordinated notes due 2017, our 8% senior notes due 2016, and our 6 1/8% senior notes due 2022, will allow us to issue and incur additional debt upon satisfaction of certain conditions. We anticipate that any future acquisitions we pursue as part of our growth strategy or potential stock repurchase programs may be financed through a combination of cash on hand, operating cash flow, availability under our existing credit facilities and new capital market offerings. If new debt is added to current debt levels, the related risks described above could increase.

In addition, our senior secured credit facility and the indentures governing our 7 1/2% senior subordinated notes due 2020, our 7 1/2% senior subordinated notes due 2017, our 8% senior notes due 2016, and our 6 1/8% senior notes due 2022 contain restrictive covenants that will limit our ability to engage in activities that may be in our long-term best interests. Our failure to comply with those covenants could result in an event of default which, if not cured or waived, could result in the acceleration of all of our indebtedness.

Our variable rate indebtedness subjects us to interest rate risk, which could cause our debt service obligations to increase significantly.

Borrowings under the revolving portion of our senior secured credit facility are at variable rates of interest and expose us to interest rate risk. If interest rates increase, our debt service obligations on the variable rate indebtedness would increase even though the amount borrowed remained the same, and our net income and cash flows would decrease.

Our senior secured credit facility and the indentures governing our 7 1/2% senior subordinated notes due 2020, our 7 1/2% senior subordinated notes due 2017, our 8% senior notes due 2016, and our 6 1/8% senior notes due 2022, contain various covenants which limit our management's discretion in the operation of our business and the failure to comply with such covenants could have a material adverse effect on our business, financial condition and results of operations.

Our senior secured credit facility, the indenture governing our 7 1/2% senior subordinated notes due 2020, the indenture governing our 7 1/2% senior subordinated notes due 2017, the indenture governing our 8% senior notes due 2016, and the indenture governing our 6 1/8% senior notes due 2022 contain various provisions that limit our management's discretion by restricting our and our subsidiaries' ability to, among other things:

- incur additional indebtedness;
- pay dividends or distributions on, or redeem or repurchase, capital stock;
- make investments;
- engage in transactions with affiliates;
- incur liens;
- transfer or sell assets; and
- consolidate, merge or transfer all or substantially all of our assets.

In addition, our senior secured credit facility requires us to meet certain financial ratios and other covenants. Any failure to comply with the restrictions of our senior secured credit facility and the indentures related to our

notes or any other subsequent financing agreements may result in an event of default. An event of default may allow the creditors, if the agreements so provide, to accelerate the related debt as well as any other debt to which a cross-acceleration or cross-default provision applies. In addition, the lenders under our senior secured credit facility may be able to terminate any commitments they had made to supply us with further funds. Furthermore, substantially all of our domestic assets (including equity interests) are pledged to secure our indebtedness under our senior secured credit facility. If we default on the financial covenants in our senior secured credit facility, our lenders could foreclose on their security interest in such assets, which would have a material adverse effect on our business, results of operations and financial condition.

Instability in the credit markets may impede our ability to successfully access capital markets and ensure adequate liquidity.

In recent years, the global credit markets have experienced significant disruption and volatility as evidenced by a lack of liquidity in the debt capital markets, significant write-offs in the financial services sector, the re-pricing of credit risk in the broadly syndicated credit market and failure of certain major financial institutions. As a result, in some cases, the ability or willingness of traditional sources of capital to provide financing has been reduced. Such market disruptions may continue, which could increase our cost of borrowing or affect our ability to access one or more financial markets. If we are not able to access debt capital markets at competitive rates, our ability to implement our business plan and strategy will be negatively affected. In particular, our account receivable securitization facility is designed to be a relatively short-term facility. If we are unable to refinance or replace this facility, our ability to manage our liquidity needs could be impaired which could result in a material adverse effect on our business, financial condition and results of operation.

Our lenders may have suffered losses related to the weakening economy and may not be able to fund our borrowings.

Our lenders, including the lenders participating in our senior secured credit facility, have suffered losses in recent years related to their lending and other financial relationships, especially because of the general weakening of the national economy since 2008 and increased financial instability of many borrowers. There can be no assurance that additional lenders will not become insolvent or tighten their lending standards, which could make it more difficult for us to borrow under our credit facility or to obtain other financing on favorable terms or at all. Our financial condition and results of operations could be adversely affected if we were unable to draw funds under our credit facility because of a lender default or to obtain other cost-effective financing.

If we fail to develop new or expand existing customer relationships, our ability to grow our business will be impaired.

Our growth depends to a significant degree upon our ability to develop new customer relationships and to expand existing relationships with current customers. We cannot guarantee that new customers will be found, that any such new relationships will be successful when they are in place, or that business with current customers will increase. Failure to develop and expand such relationships could have a material adverse effect on our business, results of operations and financial condition.

Our operating results can be adversely affected by changes in the cost or availability of raw materials.

Pricing and availability of raw materials for use in our businesses can be volatile due to numerous factors beyond our control, including general, domestic and international economic conditions, labor costs, production levels, competition, consumer demand, import duties and tariffs and currency exchange rates. This volatility can significantly affect the availability and cost of raw materials for us, and may, therefore, have a material adverse effect on our business, results of operations and financial condition.

Recently, the prices of many raw materials used in our businesses have been increasing. During periods of rising prices of raw materials, there can be no assurance that we will be able to pass any portion of such increases on to customers. Conversely, when raw material prices decline, customer demands for lower prices could result in lower sale prices and, to the extent we have existing inventory, lower margins. As a result, fluctuations in raw material prices could have a material adverse effect on our business, results of operations and financial condition.

Some of the products we manufacture require particular types of glass, metal, paper, plastic, wax, wood or other materials. Supply shortages for a particular type of material can delay production or cause increases in the cost of manufacturing our products. This could have a material adverse effect on our business, results of operations and financial condition.

With the growing trend towards consolidation among suppliers of many of our raw materials, especially resin, glass and steel, we are increasingly dependent upon key suppliers whose bargaining strength is growing. In addition, many of those suppliers have been reducing production capacity of those raw materials in the North American market. We may be negatively affected by changes in availability and pricing of raw materials resulting from this consolidation and reduced capacity, which could negatively impact our results of operations.

Seasonality and weather conditions may cause our operating results to vary from quarter to quarter.

Sales of certain of our products are seasonal. Sales of our outdoor camping equipment, fishing equipment and sporting goods equipment products increase during warm weather months and decrease during winter, while sales of our skis, snowboards and snowshoes increase during the cold weather months and decrease during summer. Additionally, sales of our Branded Consumables products generally reflect the season, with sales of our home improvement products concentrated in the spring and summer months and sales of our firelogs and firestarters concentrated in the fall and winter months. Sales of our Consumer Solutions products generally are strongest in the fourth quarter preceding the holiday season.

Weather conditions may also negatively impact sales. For instance, fewer than anticipated natural disasters (i.e., hurricanes and ice storms) could negatively affect the sale of certain outdoor recreation products; mild winter weather may negatively impact sales of our winter sports products, firelogs and firestarters, and certain personal care and wellness products; and the late arrival of summer weather may negatively impact sales of outdoor camping equipment, fishing equipment, sporting goods and water sports products. These factors could have a material adverse effect on our business, results of operations and financial condition.

If we cannot continue to develop new products in a timely manner, and at favorable margins, we may not be able to compete effectively.

We believe that our future success will depend, in part, upon our ability to continue to introduce innovative design extensions for our existing products and to develop, manufacture and market new products. We cannot assure you that we will be successful in the introduction, manufacturing and marketing of any new products or product innovations, or develop and introduce, in a timely manner, innovations to our existing products that satisfy customer needs or achieve market acceptance. Our failure to develop new products and introduce them successfully and in a timely manner, and at favorable margins, would harm our ability to successfully grow our business and could have a material adverse effect on our business, results of operations and financial condition.

Competition in our industries may hinder our ability to execute our business strategy, achieve profitability, or maintain relationships with existing customers.

We operate in some highly competitive industries. In these industries, we compete against numerous other domestic and foreign companies. Competition in the markets in which we operate is based primarily on product quality, product innovation, price and customer service and support, although the degree and nature of such competition vary by location and product line. We also face competition from the manufacturing operations of some of our current and potential customers with private label or captive house brands.

Some of our competitors are more established in their industries and have substantially greater revenue or resources than we do. Our competitors may take actions to match new product introductions and other initiatives. Since many of our competitors source their products from third parties, our ability to obtain a cost advantage through sourcing is reduced. Certain of our competitors may be willing to reduce prices and accept lower profit margins to compete with us. Further, retailers often demand that suppliers reduce their prices on existing products. Competition could cause price reductions, reduced profits or losses or loss of market share, any of which could have a material adverse effect on our business, results of operations and financial condition.

To compete effectively in the future in the consumer products industry, among other things, we must:

- maintain strict quality standards;
- develop new products that appeal to consumers; and
- deliver products on a reliable basis at competitive prices.

Our inability to do any of these things could have a material adverse effect on our business, results of operations and financial condition.

We are subject to risks related to acquisitions, and our failure to successfully integrate acquired businesses could have a material adverse effect on our business and results of operations.

We have achieved growth through the acquisition of both relatively large and small companies. There can be no assurance that we will continue to be able to integrate successfully these businesses or future acquisitions into our existing business without substantial costs, delays or other operational or financial difficulties. There is also no assurance that we will be able to successfully leverage synergies among our businesses to increase sales and obtain cost savings. Additionally, the failure of these businesses to achieve expected results, diversion of our management's attention and failure to retain key personnel at these businesses could have a material adverse effect on our business, results of operations and financial condition.

We anticipate that any future acquisitions we pursue as part of our business strategy may be financed through a combination of cash on hand, operating cash flow, availability under our senior secured credit facility and new capital market offerings. If new debt is added to current debt levels, or if we incur other liabilities, including contingent liabilities, in connection with an acquisition, the debt or liabilities could impose additional constraints and requirements on our business and financial performance, which could materially adversely affect our financial condition and operations.

Failure to successfully implement our reorganization and acquisition-related projects timely and economically could materially increase our costs and impair our results of operations.

We are in the process of significant reorganization and acquisition-related projects. There can be no assurance that these projects can be completed on time or within our projected costs. Furthermore, these projects will result in an increased reliance on sourced finished goods from third parties, particularly international vendors. Our failure to implement these projects economically and successfully could have a material adverse effect on our business, financial condition and results of operations.

We are subject to several production-related risks which could jeopardize our ability to realize anticipated sales and profits.

In order to realize sales and operating profits at anticipated levels, we must manufacture or source and deliver in a timely manner products of high quality. Among others, the following factors can have a negative effect on our ability to do these things:

- labor difficulties;

- scheduling and transportation difficulties, including the availability and cost of ocean freight containers;
- management dislocation;
- substandard product quality, which can result in higher warranty, product liability and product recall costs;
- delays in development of quality new products;
- changes in laws and regulations, including changes in tax rates, accounting standards, and environmental, safety and occupational laws;
- health and safety laws and regulations; and
- changes in the availability and costs of labor.

Any adverse change in any of the above-listed factors could have a material adverse effect on our business, results of operations and financial condition.

Because we manufacture or source a significant portion of our products from Asia, our production lead times are relatively long. Therefore, we often commit to production in advance of firm customer orders. If we fail to forecast customer or consumer demand accurately we may encounter difficulties in filling customer orders or in liquidating excess inventories, or may find that customers are canceling orders or returning products. Additionally, changes in retailer inventory management strategies could make inventory management more difficult. Any of these results could have a material adverse effect on our business, results of operations and financial condition.

Our operations are dependent upon third-party vendors and suppliers whose failure to perform adequately could disrupt our business operations.

We currently source a significant portion of parts and products from third parties. Our ability to select and retain reliable vendors and suppliers who provide timely deliveries of quality parts and products will impact our success in meeting customer demand for timely delivery of quality products. We typically do not enter into long-term contracts with our primary vendors and suppliers. Instead, most parts and products are supplied on a "purchase order" basis. As a result, we may be subject to unexpected changes in pricing or supply of products. In addition, the financial condition of our vendors and suppliers may be adversely affected by general economic conditions, such as the credit crisis and turbulent macroeconomic environment in recent years Should any of these parties fail to manufacture sufficient supply, go out of business or discontinue a particular component, we may not be able to find alternative vendors and suppliers in a timely manner, if at all. Any inability of our vendors and suppliers to timely deliver quality parts and products or any unanticipated change in supply, quality or pricing of products could be disruptive and costly to us.

Our reliance on manufacturing facilities and suppliers in Asia could make us vulnerable to supply interruptions related to the political, legal and cultural environment in Asia.

A significant portion of our products are manufactured by third-party suppliers in Asia, primarily the People's Republic of China, or at our own facilities in southern China. Our ability to continue to select reliable vendors who provide timely deliveries of quality parts and products will impact our success in meeting customer demand for timely delivery of quality products. Furthermore, the ability of our own facilities to timely deliver finished goods, and the ability of third-party suppliers to timely deliver finished goods and/or raw materials, may be affected by events beyond their control, such as inability of shippers to timely deliver merchandise due to work stoppages or slowdowns, or significant weather and health conditions (such as SARS) affecting manufacturers and/or shippers. Any adverse change in, among other things, any of the following could have a material adverse effect on our business, results of operations and financial condition:

- our relationship with third-party suppliers;

- the financial condition of third-party suppliers;
- our ability to import products from these third-party suppliers or our own facilities; or
- third-party suppliers' ability to manufacture and deliver outsourced products on a timely basis.

We cannot assure you that we could quickly or effectively replace any of our suppliers if the need arose, and we cannot assure you that we could retrieve tooling and molds possessed by any of our third-party suppliers. Our dependence on these few suppliers could also adversely affect our ability to react quickly and effectively to changes in the market for our products. In addition, international manufacturing is subject to significant risks, including, among other things:

- labor unrest;
- social, political and economic instability;
- restrictions on transfer of funds;
- domestic and international customs and tariffs;
- unexpected changes in regulatory environments; and
- potentially adverse tax consequences.

Labor in China has historically been readily available at relatively low cost as compared to labor costs in North America However, because China is experiencing rapid social, political and economic changes, labor costs have risen in some regions and there can be no assurance that labor will continue to be available to us in China at costs consistent with historical levels or that changes in labor or other laws will not be enacted which would have a material adverse effect on our operations in China. Any future increase in labor cost in China is likely to be higher than historical amounts.

As a result of experiencing such rapid social, political and economic change, China is also likely to enact new, and/or revise its existing, labor laws and regulations on employee compensation and benefits. Any such changes in Chinese labor laws and regulations would likely have an adverse effect on product manufacturing costs in China. Furthermore, if China laborers go on strike to demand higher wages, our operations could be disrupted. Although China currently enjoys "most favored nation" trading status with the United States, the U.S. government has in the past proposed to revoke such status and to impose higher tariffs on products imported from China. We cannot assure you that our business will not be affected by the aforementioned risks, each of which could have a material adverse effect on our business, results of operations and financial condition.

If we experience revenue declines and decreased profitability, we may incur future impairment charges that could have a material effect on our results of operations.

Our revenue growth and profitability are dependent on our ability to introduce new products and maintain market share. Several factors also impact our profitability which are discussed in this section. If declines in revenues and profitability prevent us from achieving our earnings projections, we may incur impairment charges related to goodwill or indefinite lived intangible assets, or both.

Our business, results of operations and financial condition could be materially adversely affected by the loss of our executive officers and the inability to attract and retain appropriately qualified replacements or the diversion of our Chief Executive Officer's time and energy to permitted outside interests.

We are highly dependent on the continuing efforts of our executive officers, particularly Martin E. Franklin, our Chairman and Chief Executive Officer, Ian G.H. Ashken, our Vice Chairman and Chief Financial Officer, and James E. Lillie, our President and Chief Operating Officer. We believe these officers' experience in the branded consumer products industry and our business, and with strategic acquisitions of complementary

businesses within our primary business segments, has been important to our historical growth and is important to our future growth strategy. We currently have employment agreements with all of these executive officers. However, we cannot assure you that we will be able to retain any of these executive officers. Our business, results of operations and financial condition could be materially adversely affected by the loss of any of these executive officers and the inability to attract and retain appropriately qualified replacements. In January 2011, we announced our intention to promote Mr. Lillie to Chief Executive Officer and make Mr. Franklin our Executive Chairman, effective as of our 2011 Annual General Meeting of Stockholders. There can be no assurance that these changes will be implemented successfully or that we will be able to transition to the new roles for these officers without disruption to our business. We do not maintain “key man” insurance on any of our executive officers.

Messrs. Franklin and Ashken have other interests and engage in other activities beyond their positions at Jarden (something they are permitted to do under the terms of their respective employment agreements with us, provided such other activities do not interfere with their duties as executives of Jarden or directly compete with us). In particular, Mr. Franklin has been and will be a director of investment companies whose strategy is to acquire one or more operating businesses. Because Mr. Franklin may have an obligation to assist these other companies in actively sourcing and acquiring target businesses, he will be required to spend time and energy (such time and energy may be potentially significant) that he might otherwise devote to Jarden on behalf of another enterprise, which could have an adverse impact on our business. Mr. Franklin has maintained outside business interests since becoming our Chairman and Chief Executive Officer in 2001. None of these outside business interests conflicts with his duties to Jarden.

Mr. Franklin has committed to our Board of Directors that any such outside company he assists in actively sourcing and acquiring target businesses will be seeking transactions outside of those that fit within Jarden’s publicly announced acquisition criteria and will not interfere with Mr. Franklin’s or Mr. Ashken’s obligations to Jarden. Mr. Franklin also committed to the Board of Directors that in order to avoid the potential for a conflict, prior to any such outside company pursuing any acquisition transaction that Jarden might consider, Mr. Franklin would first confirm with an independent committee of our Board of Directors that Jarden was not interested in pursuing the potential acquisition opportunity. If the independent committee concludes that Jarden is interested in that opportunity, the other company would not continue with that transaction. However, we cannot assure you that the other company will not choose to pursue transactions that Jarden would have considered. If it pursues transactions that Jarden would have considered, this could negatively impact Jarden’s growth from future acquisitions.

A deterioration of relations with our labor unions could have a material adverse effect on our business, financial condition and results of operations.

Approximately 470 union workers are covered by five collective bargaining agreements at five of our U.S. facilities. These agreements expire at our jar closure facility (Muncie, Indiana) in 2014, at our match manufacturing facility (Cloquet, Minnesota) in 2011, at our zinc facility (Greeneville, Tennessee) in 2012, at our babycare facility (Reedsburg, Wisconsin) in 2011 and at our monofilament plant (Enka, North Carolina) in 2013. Additionally, approximately 100 employees at our Legutiano, Spain manufacturing facility, approximately 210 employees at our Lyon, France facility, approximately 320 employees at our Ipoh, Malaysia facility, approximately 460 employees at our Zeven, Germany facility, approximately 50 employees at our other European facilities and approximately 1,470 employees at our Latin America facilities are unionized.

We have not experienced a work stoppage during the past five years except for a brief work stoppage in 2008 in Lyon, France in conjunction with a restructuring at that location. However, we cannot assure you that there will not be a work stoppage in the future. Any such work stoppage could have a material adverse effect on our business, financial condition and results of operations.

Our business involves the potential for product recalls, product liability and other claims against us, which could affect our earnings and financial condition.

As a manufacturer and distributor of consumer products, we are subject to the Consumer Products Safety Act, which empowers the Consumer Products Safety Commission to exclude from the market products that are found to be unsafe or hazardous. Under certain circumstances, the Consumer Products Safety Commission could require us to repurchase or recall one or more of our products. Additionally, laws regulating certain consumer products exist in some cities and states, as well as in other countries in which we sell our products, and more restrictive laws and regulations may be adopted in the future. Any repurchase or recall of our products could be costly to us and could damage our reputation. If we were required to remove, or we voluntarily removed, our products from the market, our reputation could be tarnished and we might have large quantities of finished products that we could not sell.

We also face exposure to product liability claims in the event that one of our products is alleged to have resulted in property damage, bodily injury or other adverse effects. Although we maintain product liability insurance in amounts that we believe are reasonable, we cannot assure you that we will be able to maintain such insurance on acceptable terms, if at all, in the future or that product liability claims will not exceed the amount of insurance coverage. Additionally, we do not maintain product recall insurance. As a result, product recalls or product liability claims could have a material adverse effect on our business, results of operations and financial condition.

In addition, we face potential exposure to unusual or significant litigation arising out of alleged defects in our products or otherwise. We spend substantial resources ensuring compliance with governmental and other applicable standards. However, compliance with these standards does not necessarily prevent individual or class action lawsuits, which can entail significant cost and risk. We do not maintain insurance against many types of claims involving alleged defects in our products that do not involve personal injury or property damage. As a result, these types of claims could have a material adverse effect on our business, results of operations and financial condition.

Our product liability insurance program is an occurrence-based program based on our current and historical claims experience and the availability and cost of insurance. We currently either self insure or administer a high retention insurance program for product liability risks. Historically, product liability awards have rarely exceeded our individual per occurrence self-insured retention. We cannot assure you, however, that our future product liability experience will be consistent with our past experience.

See Note 11 (Commitments and Contingencies) of the notes to our consolidated financial statements included in our Annual Report on Form 10-K for the year ended December 31, 2010 for a further discussion of these and other regulatory and litigation-related matters.

If we fail to adequately protect our intellectual property rights, competitors may manufacture and market products similar to ours, which could adversely affect our market share and results of operations.

Our success with our proprietary products depends, in part, on our ability to protect our current and future technologies and products and to defend our intellectual property rights. If we fail to adequately protect our intellectual property rights, competitors may manufacture and market products similar to ours. Our principal intellectual property rights include our trademarks.

We also hold numerous design and utility patents covering a wide variety of products. We cannot be sure that we will receive patents for any of our patent applications or that any existing or future patents that we receive or license will provide competitive advantages for our products. We also cannot be sure that competitors will not challenge, invalidate or avoid the application of any existing or future patents that we receive or license.

In addition, patent rights may not prevent our competitors from developing, using or selling products that are similar or functionally equivalent to our products.

Our results could be adversely affected if the cost of compliance with environmental, health and safety laws and regulations becomes too burdensome.

Our operations are subject to federal, state and local environmental, health and safety laws and regulations, including those that impose workplace standards and regulate the discharge of pollutants into the environment and establish standards for the handling, generation, emission, release, discharge, treatment, storage and disposal of materials and substances including solid and hazardous wastes. We believe that we are in material compliance with such laws and regulations and that the cost of maintaining compliance will not have a material adverse effect on our business, results of operations or financial condition. However, due to the nature of our operations and the frequently changing nature of environmental compliance standards and technology, we cannot assure you that future material capital expenditures will not be required in order to comply with applicable environmental, health and safety laws and regulations.

We may be subject to environmental and other regulations due to our production and marketing of products in certain states and countries. We also face increasing complexity in our product design and procurement operations as we adjust to new requirements relating to the materials composition of our products. The European Union ("EU") issued two directives, currently in effect, relating to chemical substances in electronic products. The Waste Electrical and Electronic Equipment Directive requires producers of electrical goods to pay for specified collection, recycling, treatment and disposal of past and future covered products (the "WEEE Legislation"). The EU has issued another directive that requires electrical and electronic equipment placed on the EU market after July 1, 2006 to be free of lead, mercury, cadmium, hexavalent chromium (above a threshold limit) and brominated flame retardants (the "RoHS Legislation"). If we do not comply with these directives, we may suffer a loss of revenue, be unable to sell in certain markets and/or countries, be subject to penalties and enforced fees and/or suffer a competitive disadvantage. Similar legislation could be enacted in other jurisdictions, including in the United States. Costs to comply with the WEEE Legislation, RoHS Legislation and/or similar future legislation, if applicable, could include costs associated with modifying our products, recycling and other waste processing costs, legal and regulatory costs and insurance costs. We may also be required to take reserves for costs associated with compliance with these regulations. We cannot assure you that the costs to comply with these new laws, or with current and future environmental and worker health and safety laws, will not have a material adverse effect on our business, results of operations and financial condition.

We may incur significant costs in order to comply with environmental remediation obligations.

In addition to operational standards, environmental laws also impose obligations on various entities to clean up contaminated properties or to pay for the cost of such remediation, often upon parties that did not actually cause the contamination. Accordingly, we may be liable, either contractually or by operation of law, for remediation costs even if the contaminated property is not presently owned or operated by us, is a landfill or other location where we have disposed wastes, or if the contamination was caused by third parties during or prior to our ownership or operation of the property. Given the nature of the past industrial operations conducted by us and others at these properties, there can be no assurance that all potential instances of soil or groundwater contamination have been identified, even for those properties where an environmental site assessment has been conducted. We do not believe that any of our existing remediation obligations, including at third-party sites where we have been named a potentially responsible party, will have a material adverse effect upon our business, results of operations or financial condition. However, future events, such as changes in existing laws or policies or their enforcement, or the discovery of currently unknown contamination, may give rise to additional remediation liabilities that may be material. See "Environmental Matters" under Note 11 (Commitments and Contingencies) of the notes to our consolidated financial statements our Annual Report on Form 10-K for the year ended December 31, 2010 for a further discussion of these and other environmental-related matters.

Compliance with changing regulation of corporate governance and public disclosure may result in additional expenses.

Changing laws, regulations and standards relating to corporate governance and public disclosure, including the Sarbanes-Oxley Act of 2002, the Dodd-Frank Wall Street Reform and Consumer Protection Act, new Commission regulations and New York Stock Exchange market rules, are creating uncertainty for companies such as ours. These new or changed laws, regulations and standards are subject to varying interpretations, in many cases due to their lack of specificity. As a result, their application in practice may evolve over time as new guidance is provided by regulatory and governing bodies, which could result in continuing uncertainty regarding compliance matters and higher costs necessitated by ongoing revisions to disclosure and governance practices. We are committed to maintaining high standards of corporate governance and public disclosure. As a result, our efforts to comply with evolving laws, regulations and standards have resulted in, and are likely to continue to result in, increased general and administrative expenses and a diversion of management time and attention from revenue-generating activities to compliance activities. In particular, our efforts to comply with Section 404 of the Sarbanes-Oxley Act of 2002 and the related regulations regarding our required assessment of our internal controls over financial reporting and our external auditors' audit of that assessment have required the commitment of significant financial and managerial resources. We expect these efforts to require the continued commitment of significant resources. Furthermore, our board members, chief executive officer and chief financial officer could face an increased risk of personal liability in connection with the performance of their duties. As a result, we may have difficulty attracting and retaining qualified board members and executive officers, which could harm our business. If our efforts to comply with new or changed laws, regulations and standards differ from the activities intended by regulatory or governing bodies due to ambiguities related to practice, our reputation may be harmed.

We may not be able to implement or operate successfully and without interruptions to the operating software systems and other computer technologies that we depend on to operate our business, which could negatively impact or disrupt our business.

We are in the process of selecting or implementing new operating software systems within a number of our business segments and complications from these projects could cause considerable disruptions to our business. While significant testing will take place and the rollout will occur in stages, the period of change from the old system to the new system will involve risk. Application program bugs, system conflict crashes, user error, data integrity issues, customer data conflicts and integration issues among our legacy systems all pose potential risks.

Implementing data standards such as RFID, which our largest customers are requiring that we use, involves significant effort across the entire organization. Any problems with or delays of this implementation could impact our ability to do business and could result in higher implementation costs and reallocation of human resources.

We rely on other companies to maintain some of our information technology infrastructure. Should they fail to perform due to events outside our control, it could affect our service levels and threaten our ability to conduct business. In addition, natural disasters such as hurricanes may disrupt our infrastructure and our disaster recovery process may not be sufficient to protect against loss.

Additionally, our business operations are dependent on our logistical systems, which include our order management systems and our computerized warehouse systems. Any interruption in our logistical systems could impact our ability to procure our products from our factories and suppliers, transport them to our distribution facilities, store them and deliver them to our customers on time and in the correct amounts.

Item 1B. Unresolved Staff Comments

Not Applicable.

Item 2. Properties

Our corporate office is located in a leased office space in Rye, New York. In addition, at December 31, 2010, the Company and its subsidiaries lease or own facilities throughout the U.S., some of which have multiple buildings and warehouses and these U.S. facilities encompass approximately 15 million square feet. We lease or own international facilities encompassing approximately 14 million square feet primarily in Asia, Canada, Europe and Latin America. Of the U.S. and international manufacturing and warehouse facilities, approximately 16 million square feet of space is owned, while the remaining 13 million square feet of space is leased. The approximate percentage of the facility square footage used by segment is as follows: Outdoor Solutions—40%; Consumer Solutions—24%; Branded Consumables—33%; and Process Solutions—4%.

In general, our properties are well maintained, considered adequate and being utilized for their intended purposes. See Note 5 to our consolidated financial statements, Property, Plant and Equipment, which discloses amounts invested in land, buildings and machinery and equipment. Also see Note 11 to our consolidated financial statements, Commitments and Contingencies which discloses the Company's operating lease commitments.

Item 3. Legal Proceedings

The Company is involved in various legal disputes and other legal proceedings that arise from time to time in the ordinary course of business. In addition, the Company or certain of its subsidiaries have been identified by the United States Environmental Protection Agency ("EPA") or a state environmental agency as a Potentially Responsible Party ("PRP") pursuant to the federal Superfund Act and/or state Superfund laws comparable to the federal law at various sites. Based on currently available information, the Company does not believe that the disposition of any of the legal or environmental disputes the Company or its subsidiaries are currently involved in will have a material adverse effect upon the Company's consolidated financial condition, results of operations or cash flows. It is possible that, as additional information becomes available, the impact on the Company of an adverse determination could have a different effect.

Litigation

The Company and/or its subsidiaries are involved in various lawsuits arising from time to time that the Company considers ordinary routine litigation incidental to its business. Amounts accrued for litigation matters represent the anticipated costs (damages and/or settlement amounts) in connection with pending litigation and claims and related anticipated legal fees for defending such actions. The costs are accrued when it is both probable that a liability has been incurred and the amount can be reasonably estimated. The accruals are based upon the Company's assessment, after consultation with counsel (if deemed appropriate), of probable loss based on the facts and circumstances of each case, the legal issues involved, the nature of the claim made, the nature of the damages sought and any relevant information about the plaintiffs and other significant factors that vary by case. When it is not possible to estimate a specific expected cost to be incurred, the Company evaluates the range of probable loss and records the minimum end of the range. The Company believes that anticipated probable costs of litigation matters have been adequately reserved to the extent determinable. Based on current information, the Company believes that the ultimate conclusion of the various pending litigation of the Company, in the aggregate, will not have a material adverse effect on the consolidated financial position, results of operations or cash flows of the Company.

Product Liability

As a consumer goods manufacturer and distributor, the Company and/or its subsidiaries face the risk of product liability and related lawsuits involving claims for substantial money damages, product recall actions and higher than anticipated rates of warranty returns or other returns of goods.

The Company and/or its subsidiaries are therefore party to various personal injury and property damage lawsuits relating to their products and incidental to its business. Annually, the Company sets its product liability insurance program which is an occurrence-based program based on the Company and its subsidiaries' current and historical claims experience and the availability and cost of insurance. The Company's product liability insurance program generally includes a self-insurance retention per occurrence.

Cumulative amounts estimated to be payable by the Company with respect to pending and potential claims for all years in which the Company is liable under its self-insurance retention have been accrued as liabilities. Such accrued liabilities are based on estimates (which include actuarial determinations made by an independent actuarial consultant as to liability exposure, taking into account prior experience, number of claims and other relevant factors); thus, the Company's ultimate liability may exceed or be less than the amounts accrued. The methods of making such estimates and establishing the resulting liability are reviewed on a regular basis and any adjustments resulting therefrom are reflected in current operating results.

Based on current information, the Company believes that the ultimate conclusion of the various pending product liability claims and lawsuits of the Company, in the aggregate, will not have a material adverse effect on the consolidated financial position, results of operations or cash flows of the Company.

Executive Officers of the Registrant

Pursuant to General Instruction G(3), the information regarding our executive officers called for by Item 401(b) of Regulation S-K is hereby included in Part I of this Annual Report on Form 10-K.

The executive officers of our Company are as follows:

Martin E. Franklin, age 46, is Chairman and Chief Executive Officer of our Company. Mr. Franklin was appointed to our Board of Directors on June 25, 2001 and became Chairman and Chief Executive Officer effective September 24, 2001. Mr. Franklin is also a principal and executive officer of a number of private investment entities. Mr. Franklin also served as the Chairman and/or Chief executive officer of three public companies, Benson Eyecare Corporation , Lumen Technologies, Inc. and Bollé Inc. between 1992 and 2000. Mr. Franklin also serves as a director of Justice Holdings Limited, Kenneth Cole Productions, Inc. and Promotora de Informaciones, S.A.

Ian G.H. Ashken, age 50, is Vice Chairman and Chief Financial Officer of our Company and until February 15, 2007 was also Secretary of the Company. Mr. Ashken was appointed to the Board of Directors on June 25, 2001 and became Vice Chairman, Chief Financial Officer and Secretary effective September 24, 2001. Mr. Ashken is also a principal and executive officer of a number of private investment entities. Mr. Ashken also served as the Vice Chairman and/or Chief Financial Officer of three public companies, Benson Eyecare Corporation, Lumen Technologies, Inc. and Bollé, Inc. between 1992 and 2000. Mr. Ashken also serves as a director of Phoenix Group Holdings.

James E. Lillie, age 49, is President and Chief Operating Officer of our Company. Mr. Lillie joined our Company in August 2003 as Chief Operating Officer and assumed the additional title and responsibilities of President effective January 2004. From 2000 to 2003, Mr. Lillie served as Executive Vice President of Operations at Moore Corporation, Limited, a diversified commercial printing and business communications company. From 1999 to 2000, Mr. Lillie served as Executive Vice President of Operations at Walter Industries, Inc., a Kohlberg, Kravitz, Roberts & Company ("KKR") portfolio company. From 1990 to 1999, Mr. Lillie held a succession of senior level management positions across a variety of disciplines including human resources, manufacturing, finance and operations at World Color, Inc., another KKR portfolio company.

John E. Capps, age 46, is Executive Vice President, General Counsel and Secretary of our Company. Mr. Capps has been with the Company since January 2005. From 2003 to 2005, Mr. Capps was with American

Household, Inc. which was acquired by the Company in January 2005, where he most recently served as Vice President-Legal. Prior to 2003, Mr. Capps was in private law practice with the firm Sullivan & Cromwell LLP.

Patricia J. Gaglione, age 50, is Senior Vice President, Business Operations and Supply Chain of our Company. Ms. Gaglione joined our Company in January 2005 as Vice President, Supply Chain and was promoted to her current position in January 2009. Prior to joining the Company, Ms. Gaglione most recently served as Vice President, Sourcing for RR Donnelley and Sons (formerly Moore Corporation, Limited), from May 2001 to May 2004. From 1996 to 2001, Ms. Gaglione was General Manager, International Purchasing Office at Philips Electronics.

Patricia Mount, age 54, is Senior Vice President and Chief Transition Officer of our Company. Ms. Mount has been with the Company since August 2003. From August 2003 through January 2006, Ms. Mount served as Chief Financial Officer of Tilia, Inc. a subsidiary of the Company. Prior to joining the Company, Ms. Mount served as the Chief Financial Officer of network equipment manufacturer LuxN from 2000 to 2002. From 1993 to 2000, Ms. Mount served in various senior financial and operating roles at Quantum Corporation.

Richard T. Sansone, age 44, is Senior Vice President and Chief Accounting Officer of our Company. Mr. Sansone has been with the Company since December 2005. Prior to joining our Company, he most recently served as Senior Vice President, Controller and Chief Accounting Officer of RR Donnelley and Sons (formerly Moore Corporation, Limited), from April 2001 to December 2005. From 1992 to 2001, Mr. Sansone was with PricewaterhouseCoopers, LLP where he was an Audit Senior Manager.

J. David Tolbert, age 49, is Senior Vice President, Human Resources and Corporate Risk of our Company. Mr. Tolbert has served in various management and executive roles in the areas of human resources, administration and corporate risk for the Company since 1993. From 1987 to 1993, Mr. Tolbert served in various human resource and operating positions at Ball Corporation.

Our executive officers serve at the discretion of our Board of Directors.

PART II

Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

Market; Market Price; and Dividends for Registrant's Common Equity

Jarden Corporation's (the "Company" or "Jarden") common stock is traded on the New York Stock Exchange ("NYSE") under the symbol "JAH." As of February 15, 2011, there were approximately 3,400 registered holders of record of the Company's common stock, par value $0.01 per share. On February 15, 2011, the last recorded sales price of the Company's common stock was $34.48. In September 2009, the Company announced that the Board of Directors of the Company (the "Board") had decided to initiate a quarterly cash dividend. The Company expects that the quarterly dividends going forward will be paid during the last week of January, April, July and October. However, the actual declaration of any future cash dividends, and the establishment of record and payment dates, will be subject to final determination by the Board each quarter after its review of the Company's financial performance.

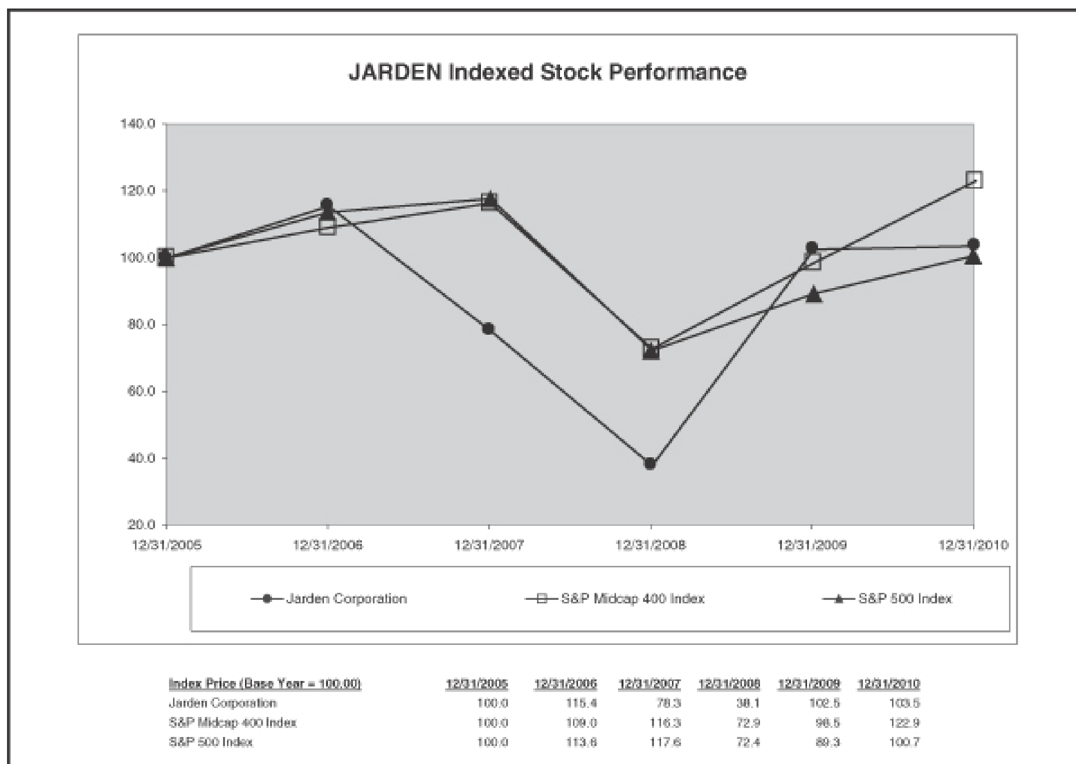
The table below sets forth the intraday high and low sales prices of the Company's common stock as reported on the NYSE and cash dividends declared per share for the periods indicated:

	Dividends Declared Per Share		Common Stock Price			
			2010		2009	
	2010	2009	High	Low	High	Low
First Quarter	$0.0825	$ —	$35.11	$29.34	$14.66	$ 8.77
Second Quarter	0.0825	—	34.63	25.50	20.94	12.26
Third Quarter	0.0825	0.075	31.49	25.55	28.82	17.46
Fourth Quarter	0.0825	0.075	34.52	30.32	31.94	24.55

Performance Graph

The following Performance Graph and related information shall not be deemed "soliciting material" or to be "filed" with the Securities and Exchange Commission, nor shall such information be incorporated by reference into any future filing under the Securities Act of 1933 or Securities Exchange Act of 1934, each as amended, except to the extent that the Company specifically incorporates it by reference into such filing.

The graph below compares total stockholder return on the Company's common stock from December 31, 2005 through December 31, 2010 with the cumulative total return of (a) the Standard and Poor's ("S&P") 500 Index, and (b) the S&P Midcap 400 Index, assuming a $100 investment made on December 31, 2005. Each of the three measures of cumulative total return assumes reinvestment of dividends, if applicable. The stock performance shown on the graph below is based on historical data and is not indicative of, or intended to forecast, possible future performance of the Company's common stock.



Index Price (Base Year = 100.00)	12/31/2005	12/31/2006	12/31/2007	12/31/2008	12/31/2009	12/31/2010
Jarden Corporation	100.0	115.4	78.3	38.1	102.5	103.5
S&P Midcap 400 Index	100.0	109.0	116.3	72.9	98.5	122.9
S&P 500 Index	100.0	113.6	117.6	72.4	89.3	100.7

Equity Compensation Plan Information

Information regarding Jarden's equity compensation plans, including both stockholder approved plans and plans not approved by stockholders is incorporated by reference in Item 12 of Part III of this Annual Report on Form 10-K.

Recent Sales of Unregistered Securities

None.

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Recent Purchases of our Registered Equity Securities by the Issuer and Affiliated Purchases

The following table provides information about purchases by the Company during the three months ended December 31, 2010, of equity securities of the Company:

Period	Total Number of Shares Purchased	Average Price Paid Per Share	Total Number of Shares Purchased As Part of a Publicly Announced Repurchase Program(1)	Approximate Dollar Value of Shares that May Yet be Purchased Under the Repurchase Program(1)
October 1 – October 31	—	$ —	—	$ 67,664,000
November 1 – November 30	390,502	32.44	4,066,503	$ 54,995,000
December 1 – December 31	—	—	4,066,503	$ 54,995,000
Total	390,502	$ 32.44		

(1) In November 2007, the Company announced that its Board authorized a stock repurchase program that would allow the Company to repurchase up to $100 million of its common stock. In March 2010, the Company's Board authorized a $50 million increase in this existing stock repurchase program to allow the Company to repurchase an aggregate of up to $150 million of its common stock.

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Item 6. Selected Financial Data

The following tables set forth the Company's selected financial data as of and for the years ended December 31, 2010, 2009, 2008, 2007 and 2006. The selected financial data set forth below has been derived from the audited consolidated financial statements and related notes thereto where applicable for the respective fiscal years. The selected financial data should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations," as well as the consolidated financial statements and notes thereto. These historical results are not necessarily indicative of the results to be expected in the future. Certain reclassifications have been made in the Company's financial statements of prior years to conform to the current year presentation. These reclassifications had no impact on previously reported net income.

	As of and for the Years Ended December 31,				
(in millions, except per share data)	2010(b)(c)	2009(c)	2008(c)	2007(b)(c)	2006(c)
STATEMENTS OF OPERATIONS DATA					
Net sales	$6,022.7	$5,152.6	$5,383.3	$4,660.1	$3,846.3
Operating earnings(a)	407.3	386.9	146.1	232.0	300.6
Interest expense, net	177.8	147.5	178.7	149.7	112.6
Loss on early extinguishment of debt	—	—	—	15.7	—
Income tax provision	122.8	110.7	26.3	38.5	82.0
Net income (loss)(a)	106.7	128.7	(58.9)	28.1	106.0
Basic earnings (loss) per share(a)	$ 1.20	$ 1.53	$ (0.78)	$ 0.39	$ 1.62
Diluted earnings (loss) per share(a)	$ 1.19	$ 1.52	$ (0.78)	$ 0.38	$ 1.59
OTHER FINANCIAL DATA					
Segment earnings(a)(d)	$ 710.1	$ 605.7	$ 609.4	$ 501.5	$ 419.0
Net cash provided by operating activities	289.0	641.1	249.9	304.8	236.0
Net cash provided by (used in) financing activities	480.2	(32.5)	104.6	680.6	4.4
Net cash used in investing activities	(883.1)	(130.6)	(175.5)	(972.6)	(277.5)
Depreciation and amortization	142.8	130.3	120.3	96.4	66.4
Capital expenditures	137.5	107.4	102.2	81.2	68.8
Cash dividends declared per common share(e)	0.33	0.15	—	—	—
BALANCE SHEET DATA					
Cash and cash equivalents	$ 695.4	$ 827.4	$ 392.8	$ 220.5	$ 202.6
Working capital(f)	1,693.6	1,503.5	1,374.7	1,269.8	839.6
Total assets	7,093.0	6,023.6	5,727.0	5,868.1	3,882.6
Total debt	3,240.6	2,666.2	2,868.3	2,747.3	1,441.0
Total stockholders' equity	1,820.5	1,766.8	1,384.2	1,538.6	1,257.4

(a) Includes the following significant items affecting comparability:

- 2010 includes: $70.6 million of non-cash charges related to the Company's Venezuela operations (see Note 1 to the consolidated financial statements); $42.3 million of acquisition-related and other charges (see item (c) below), primarily related to 2010 acquisitions; purchase accounting adjustments for $27.4 million of the elimination of manufacturer's profit in inventory charged to cost of sales, which is the purchase accounting fair value adjustment to inventory associated with acquisitions; and $19.7 million charge related to the impairment of goodwill and intangibles (see Note 6 to the consolidated financial statements).
- 2009 includes: $22.9 million charge related to the impairment of goodwill and intangibles (see Note 6 to the consolidated financial statements); and $52.3 million of reorganization and acquisition-related integration cost (see item (c) below).
- 2008 includes: $283 million charge related to the impairment of goodwill and intangibles (see Note 6 to the consolidated financial statements); and $59.8 million of reorganization and acquisition-related integration cost (see item (c) below).

- 2007 includes: purchase accounting adjustments for $119 million of the elimination of manufacturer's profit in inventory charged to cost of sales; and $49.6 million of reorganization and acquisition-related integration cost (see item (c) below).
- 2006 includes: purchase accounting adjustments for $10.4 million of the elimination of manufacturer's profit in inventory charged to cost of sales; and $36.8 million of reorganization and acquisition-related integration cost (see item (c) below).

(b) The results of Pure Fishing, Inc., K2 Inc., Mapa Spontex, Aero and Quickie are included from their dates of acquisition April 6, 2007, August 8, 2007, April 1, 2010, October 1, 2010 and December 17, 2010, respectively.

(c) Reorganization and acquisition-related integration cost include costs associated with exit or disposal activities, including costs of employee and lease terminations and facility closing or other exit activities. Additionally, these costs include expenses directly related to integrating and reorganizing acquired businesses and include items such as employee retention, recruiting costs, certain moving costs, certain duplicative costs during integration and asset impairments.

(d) Segment Earnings represents earnings before interest, taxes and depreciation and amortization, excluding certain reorganization and acquisition-related costs, impairment of goodwill and intangible assets, transaction costs, other items, non-cash Venezuela hyperinflationary and devaluation charges, mark-to-market net impact on non-hedged Euro denominated debt, fair value inventory adjustments, and loss on early extinguishment of debt. This non-GAAP financial measure is presented in this Annual Report on Form 10-K because it is a basis upon which the Company's management has assessed its financial performance in the years presented. Additionally, the Company uses non-GAAP financial measures because the Company's credit agreement provides for certain adjustments in calculations used for determining whether the Company is in compliance with certain credit agreement covenants, including, but not limited to, adjustments relating to non-cash purchase accounting adjustments, certain reorganization and acquisition-related integration costs, impairment of goodwill and intangible assets, non-cash stock-based compensation costs and loss on early extinguishment of debt. Segment Earnings should not be considered a primary measure of the Company's performance and should be reviewed in conjunction with, and not as substitute for, financial measurements prepared in accordance with generally accepted accounting principles in the United States of America ("GAAP") that are presented in this Annual Report on Form 10-K. A reconciliation of the calculation of Segment Earnings is presented below:

Reconciliation of non-GAAP Measure:

	For the Years Ended December 31,				
(in millions)	**2010**	**2009**	**2008**	**2007**	**2006**
Net income (loss)	$106.7	$128.7	$ (58.9)	$ 28.1	$106.0
Income tax provision	122.8	110.7	26.3	38.5	82.0
Interest expense, net	177.8	147.5	178.7	149.7	112.6
Loss on early extinguishment of debt	—	—	—	15.7	—
Operating earnings	407.3	386.9	146.1	232.0	300.6
Adjustments to reconcile to Segment Earnings:					
Depreciation and amortization	142.8	130.3	120.3	96.4	66.4
Fair value adjustment to inventory	27.4	—	—	118.9	10.4
Venezuela hyperinflationary and devaluation charges	70.6	—	—	—	—
Reorganization costs, acquisition-related and other charges	42.3	48.5	59.8	54.2	41.3
Impairment of goodwill and intangibles	19.7	22.9	283.2	—	—
Other adjustments(3)	—	17.1	—	—	0.3
Segment Earnings(1)(2)	$710.1	$605.7	$609.4	$501.5	$419.0

(1) For 2009, Segment Earnings includes reorganization costs of $3.8 million related to the Consumer Solutions segment.

(2) During 2008, the Company modified the composition of Segment Earnings to include stock-based compensation. All prior periods have been restated to conform to the current presentation.

(3) Amount in 2009 represents executive stock compensation resulting from a strategic review of executive long-term incentive compensation.

(e) In September 2009, the Company announced that the Board had decided to initiate a quarterly cash dividend starting in the third quarter of 2009.

(f) Working capital is defined as current assets (including cash) less current liabilities. For 2010, 2009, 2008, 2007 and 2006, working capital excluding cash was $998 million, $676 million, $982 million, $1.0 billion and $637 million, respectively.

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion of Jarden's financial condition and results of operations should be read together with our consolidated financial statements and notes to those statements included in Item 8 of Part II of this Annual Report on Form 10-K. Unless otherwise indicated, references in the following discussion to 2010, 2009 and 2008 are to Jarden's fiscal years ended December 31, 2010, 2009 and 2008, respectively.

Overview

Jarden Corporation and its subsidiaries (hereinafter referred to as the "Company" or "Jarden") is a leading provider of a broad range of consumer products. The Company reports four business segments: Outdoor Solutions, Consumer Solutions, Branded Consumables and Process Solutions. The Company's sales are principally within the United States. The Company's international operations are mainly based in Asia, Canada, Europe and Latin America.

The Outdoor Solutions segment manufactures or sources, markets and distributes global consumer active lifestyle products for outdoor and outdoor-related activities. For general outdoor activities, Coleman® is a leading brand for active lifestyle products, offering an array of products that include camping and outdoor equipment such as air beds, camping stoves, coolers, foldable furniture, gas and charcoal grills, lanterns and flashlights, propane fuel, sleeping bags, tents and water recreation products such as inflatable boats, kayaks and tow-behinds. The Outdoor Solutions segment is also a leading provider of fishing equipment under brand names such as Abu Garcia®, All Star®, Berkley®, Fenwick®, Gulp!®, JRC™, Mitchell®, Penn®, Pflueger®, Sevenstrand®, Shakespeare®, Spiderwire®, Stren®, Trilene®, Ugly Stik® and Xtools®. Team sports equipment for baseball, softball, football, basketball, field hockey and lacrosse products are sold under brand names such as deBeer®, Gait®, Miken®, Rawlings® and Worth®. Alpine and nordic skiing, snowboarding, snowshoeing and in-line skating products are sold under brand names such as Atlas®, Full Tilt®, K2®, Line®, Little Bear®, Madshus®, Marker®, Morrow®, Ride®, Tubbs®, Völkl® and 5150 Snowboards®. Water sports equipment, personal flotation devices and all-terrain vehicle gear are sold under brand names such as Helium®, Hodgman®, Mad Dog Gear®, Sevylor®, Sospenders® and Stearns®. The Company also sells high-performance technical and outdoor apparel and equipment under brand names such as CAPP3L®, Ex Officio®, K2®, Marker®, Marmot®, Planet Earth®, Ride®, Völkl® and Zoot®, and premium air beds under brand names including Aero®, Aerobed® and Aero Sport®.

The Consumer Solutions segment manufactures or sources, markets, and distributes a diverse line of household products, including kitchen appliances and personal care and wellness products for home use. This segment maintains a strong portfolio of globally recognized brands including Bionaire®, Crock-Pot®, FoodSaver®, Health o meter®, Holmes®, Mr. Coffee®, Oster®, Patton®, Rival®, Seal-a-Meal®, Sunbeam® and Villaware®. The principal products in this segment include: clippers and trimmers for professional use in the beauty and barber and animal categories; electric blankets, mattress pads and throws; household kitchen appliances, such as blenders, coffeemakers, irons, mixers, slow cookers, toasters, toaster ovens and vacuum packaging machines; personal care and wellness products, such as air purifiers, fans, heaters and humidifiers, for home use; products for the hospitality industry; and scales for consumer use.

The Branded Consumables segment manufactures or sources, markets and distributes a broad line of branded consumer products, many of which are affordable, consumable and fundamental household staples, including arts and crafts paint brushes, brooms, brushes, buckets, children's card games, clothespins, collectible tins, condoms, cord, rope and twine, dusters, dust pans, feeding bottles, fencing, fire extinguishing products, firelogs and firestarters, home canning jars and accessories, kitchen matches, mops, other craft items, pacifiers, plastic cutlery, playing cards and accessories, rubber gloves and related cleaning products, safes, security cameras, security doors, smoke and carbon monoxide alarms, soothers, sponges, storage organizers and workshop accessories, teats, toothpicks, window guards and other accessories. This segment markets our products under the Aviator®, Ball®, Bee®, Bernardin®, Bicycle®, Billy Boy®, BRK®, Crawford®, Diamond®, Dicon®, Fiona®, First Alert®, First Essentials®, Forster®, Hoyle®, Java-Log®, KEM®, Kerr®, Lehigh®, Leslie-

Locke®, Lillo®, Loew-Cornell®, Mapa®, NUK®, Pine Mountain®, Quickie Green Cleaning®, Quickie Home-Pro®, Quickie Microban®, Quickie Original®, Quickie Professional®, Spontex®, Tigex® and Wellington® brand names, among others.

The Process Solutions segment manufactures, markets and distributes a wide variety of plastic products including closures, contact lens packaging, medical disposables, plastic cutlery and rigid packaging. Many of these products are consumable in nature or represent components of consumer products. Our materials business produces specialty nylon polymers, conductive fibers and monofilament used in various products, including woven mats used by paper producers and weed trimmer cutting line, as well as fiberglass radio antennas for marine, citizen band and military applications. This segment is also the largest North American producer of niche products fabricated from solid zinc strip and is the sole source supplier of copper plated zinc penny blanks to the United States Mint and a major supplier to the Royal Canadian Mint, as well as a supplier of brass, bronze and nickel plated finishes on steel and zinc for coinage to other international markets. In addition, the Company manufactures a line of industrial zinc products marketed globally for use in the architectural, automotive, construction, electrical component and plumbing markets.

Market Overview

The Company operates primarily in the consumer products markets, which are generally affected by overall economic conditions. Global economic weakness, a global recessionary economy and the corresponding effect on consumer confidence and demand each negatively affected sales both domestically and internationally in 2009. The adverse impact on sales somewhat abated during 2010 as global economic conditions have been stabilizing.

Summary of Significant 2010 Activities

- In January 2010, the Company completed a registered public offering for $492 million aggregate principal amount of 7 1/2% senior subordinated notes due 2020 and received approximately $476 million in net proceeds.
- In April 2010, the Company completed the acquisition of the Mapa Spontex Baby Care and Home Care businesses (“Mapa Spontex”) of Total S.A. (“Total”), through the acquisition of certain of Total’s subsidiaries. Mapa Spontex is a global manufacturer and distributor of primarily baby care and home care products with leading market positions in Argentina, Brazil and Europe in the core categories it serves.
- In July 2010, the Company entered into an amendment to its securitization facility that increased maximum borrowings from $250 million to $300 million and extended the term for three years until July 2013.
- In August 2010, the Company entered into an amendment to the Company’s senior secured credit facility. The amendment, in part, extended the maturity date of $364 million principal amount of existing term loans from January 2012 to January 2015; increased the gross availability under the existing revolving credit facility from $100 million to $150 million and extended the maturity date until January 2015.
- In November 2010, the Company completed a registered public offering for $300 million aggregate principal amount of 6 1/8% senior notes due 2022 and received approximately $294 million in net proceeds.
- During the fourth quarter, the Company completed two tuck-in acquisitions, the acquisitions of Aero Products International, Inc. (“Aero”), a leading provider of premium, air-filled mattresses and Quickie Manufacturing Corporation (“Quickie”), a leading supplier and distributor of innovative cleaning tools and supplies.

Acquisitions

Consistent with the Company's historical acquisition strategy, to the extent the Company pursues future acquisitions, the Company intends to focus on businesses with product offerings that provide geographic or product diversification, or expansion into related categories that can be marketed through the Company's existing distribution channels or provide us with new distribution channels for our existing products, thereby increasing marketing and distribution efficiencies. Furthermore, the Company expects that acquisition candidates would demonstrate a combination of attractive margins, strong cash flow characteristics, category leading positions and products that generate recurring revenue. The Company anticipates that the fragmented nature of the consumer products market will continue to provide opportunities for growth through strategic acquisitions of complementary businesses. However, there can be no assurance that the Company will complete an acquisition in any given year or that any such acquisition will be significant or successful. The Company will only pursue a candidate when it is deemed to be fiscally prudent and that meets the Company's acquisition criteria. The Company anticipates that any future acquisitions would be financed through any combination of cash on hand, operating cash flow, availability under our existing credit facilities and new capital market offerings.

2010 Activity

On April 1, 2010, the Company acquired Mapa Spontex from Total, through the acquisition of certain of Total's subsidiaries for a Euro purchase price of approximately €200 million (approximately $275 million), subject to certain adjustments (the "Acquisition"). The total value of the transaction, including debt assumed and or repaid, was approximately €305 million (approximately $415 million). Mapa Spontex is a global manufacturer and distributor of primarily baby care and home care products with leading market positions in Argentina, Brazil and Europe in the core categories it serves. Its baby care portfolio includes feeding bottles, soothers, teats and other infant accessories sold primarily under the Fiona®, First Essentials®, Lillo®, NUK® and Tigex® brands; and health care products, including condoms sold under the Billy Boy® brand. Its home care portfolio includes sponges, rubber gloves and related cleaning products for industrial, professional and retail uses sold primarily under the Mapa® and Spontex® brands. The Acquisition is expected to expand the Company's product offerings and distribution channels into new, attractive categories and further diversify revenue streams and increase the Company's international presence. The Acquisition is consistent with the Company's strategy of purchasing leading, niche consumer-oriented brands with attractive cash flows and strong management. Mapa Spontex is reported in the Company's Branded Consumables segment and is included in the Company's results of operations from April 1, 2010 (the "Acquisition Date").

In addition, the Company completed three tuck-in acquisitions during 2010. On October 1, 2010, the Company acquired Aero, a leading provider of premium, air-filled mattresses under brand names including Aero®, Aerobed® and Aero Sport®. The acquisition of Aero is expected to expand distribution channels, as well as expand the Company's current Coleman product offerings of indoor and outdoor air beds and accessories. Aero is reported in the Company's Outdoor Solutions segment and is included in the Company's results of operations from October 1, 2010. On December 17, 2010 the Company acquired Quickie, a leading supplier and distributor of innovative cleaning tools and supplies. Quickie designs, manufactures and distributes cleaning products including mops, brooms, dusters, dust pans, brushes, buckets and other supplies, for traditional in-home use, as well as commercial and contractor-grade applications sold primarily under the leading brands Quickie Original®, Quickie Home-Pro®, Quickie Professional®, Quickie Microban® and Quickie Green Cleaning®. The Quickie acquisition complements the Mapa Spontex acquisition by combining Quickie's leading domestic position in household stick and smallware cleaning supplies with Mapa Spontex's leading international position in gloves and sponges and provides the Company with a complete product line in conventional cleaning supplies to offer our retailers both domestically and internationally. Quickie is reported in the Company's Branded Consumables segment and is included in the Company's results of operations from December 17, 2010. The combined cash purchase price, net of cash acquired, for the Aero and Quickie acquisitions was approximately $270 million, subject to certain adjustments. Additionally, during 2010, the Company completed another tuck-in acquisition. All three tuck-in acquisitions were complementary to the Company's core businesses and from an accounting standpoint were not significant.

2009 Activity

During 2009, the Company completed three tuck-in acquisitions that by nature are complementary to the Company's core businesses and from an accounting standpoint were not significant.

2008 Activity

The Company did not complete any acquisitions during 2008.

Venezuela Operations

On January 8, 2010, the Venezuelan government announced its intention to devalue its currency (Bolivar) relative to the U.S. dollar. The official exchange rate for imported goods classified as essential, such as food and medicine, changed from 2.15 to 2.60 Bolivars per U.S. dollar, while payments for other non-essential goods moved to an official exchange rate of 4.30 Bolivars per U.S. dollar. As such, beginning in 2010, the financial statements of the Company's subsidiaries operating in Venezuela are remeasured at and are reflected in the Company's consolidated financial statements at the official exchange rate of 4.30 Bolivars per U.S. dollar, which is the Company's expected settlement rate.

As a result of the change in the official exchange rate to 4.30 Bolivars per U.S. dollar, the Company recorded a non-cash pre-tax loss of $14.0 million in 2010, primarily reflecting the write-down of monetary assets as of January 1, 2010. This charge is classified in selling, general and administrative costs ("SG&A").

In March 2010, the Securities and Exchange Commission (the "SEC") provided guidance on certain exchange rate issues specific to Venezuela. This SEC guidance, in part, requires that any differences between the amounts reported for financial reporting purposes and actual U.S. dollar denominated balances that may have existed prior to the application of the highly inflationary accounting requirements (effective January 1, 2010 for the Company) should be recognized in the income statement. As a result of applying this SEC guidance, the results of operations for 2010 include a non-cash charge of $56.6 million related to remeasuring $32.0 million of U.S. dollar denominated assets at the parallel exchange rate and subsequently translating at the official exchange rate. This charge is classified in SG&A. At December 31, 2009, and prior to the application of the accounting guidance for operating in a highly inflationary economy, the $56.6 million was deferred and recorded in other assets. This SEC guidance was codified by the Financial Accounting Standards Board (the "FASB") in May 2010, with the issuance of Accounting Standards Update ("ASU") 2010-19.

The transfers of funds out of Venezuela are subject to restrictions, and historically payments for certain imported goods and services have been required to be transacted by exchanging Bolivars for U.S. dollars through securities transactions in the more unfavorable parallel market rather than at the more favorable official exchange rate. During the third quarter of 2010, the parallel market was discontinued and replaced with the newly created and government regulated System of Transactions in Foreign Currency Denominated Securities ("SITME") market. Historically, the majority of the Company's purchases have qualified for the official exchange rate. As such, the Company has been able to convert Bolivars at the official exchange rate and, based upon this ability, the Company does not expect further changes in the SITME market to have a material impact on the consolidated financial position, results of operations or cash flows of the Company. While the timing of government approval for settlement of payables at the official rate varies, the Company believes these payables will ultimately be

approved and settled at the official exchange rate based on past experience. However, if in the future, further restrictions require the Company's subsidiaries operating in Venezuela to convert an increasing amount of the Bolivar cash balances into U.S. dollars using the more unfavorable exchange rate, it could result in currency exchange losses that may be material to the Company's results of operations. At December 31, 2010, the Company's subsidiaries operating in Venezuela have approximately $17 million in cash denominated in U.S. dollars and cash of approximately $36 million held in Bolivars converted at the official exchange rate of 4.30 Bolivars per U.S. dollar.

Effective January 1, 2010, the Company's subsidiaries operating in Venezuela are considered under GAAP to be operating in a highly inflationary economy based on the use of the blended National Consumer Price Index (a blend of the National Consumer Price Index subsequent to January 1, 2008 and the Consumer Price Index for Caracas and Maracaibo prior to January 1, 2008), as the Venezuela economy exceeded the three year cumulative inflation rate of 100%. The Company's financial statements of its subsidiaries operating in Venezuela are remeasured as if their functional currency were the U.S. dollar. As such, gains and losses resulting from the remeasurement of monetary assets and liabilities are reflected in current earnings.

While the likelihood or amount of a future devaluation in Venezuela is unknown, for illustrative purposes if the Company translated the results of operations for the Venezuela subsidiaries for 2010 assuming an additional 50% devaluation versus using the actual official exchange rate of 4.30 in effect during that period, the Company's consolidated net sales for 2010 would have been reduced by less than 1%.

Consolidated Results of Operations

	Years Ended December 31,		
(in millions)	2010	2009	2008
Net sales	$6,022.7	$5,152.6	$5,383.3
Cost of sales	4,383.9	3,726.6	3,880.5
Gross profit	1,638.8	1,426.0	1,502.8
Selling, general and administrative expenses	1,211.8	963.9	1,013.7
Reorganization and acquisition-related integration costs, net	—	52.3	59.8
Impairment of goodwill and intangibles	19.7	22.9	283.2
Operating earnings	407.3	386.9	146.1
Interest expense, net	177.8	147.5	178.7
Income (loss) before taxes	229.5	239.4	(32.6)
Income tax provision	122.8	110.7	26.3
Net income (loss)	$ 106.7	$ 128.7	$ (58.9)

Results of Operations—Comparing 2010 to 2009

	Net Sales		Operating Earnings (Loss)	
	Years Ended December 31,			
(in millions)	2010	2009	2010	2009
Outdoor Solutions	$2,518.7	$2,311.8	$ 228.6	$ 161.6
Consumer Solutions	1,869.6	1,835.9	233.4	260.4
Branded Consumables	1,345.3	792.1	109.0	60.0
Process Solutions	342.7	262.6	25.0	18.7
Corporate	—	—	(188.7)	(113.8)
Intercompany eliminations	(53.6)	(49.8)	—	—
	$6,022.7	$5,152.6	$ 407.3	$ 386.9

Net sales for 2010 increased $870 million, or 16.9%, to $6.0 billion versus the same prior year period. The overall increase in net sales was primarily due to the Acquisition (approximately $539 million), improved retail environment, favorable weather conditions, improved point of sale in certain product categories, expanded product offerings, and increased demand internationally, partially offset by unfavorable foreign currency translation of approximately $42 million, which includes the unfavorable foreign currency translation of approximately $88 million related to the currency devaluation in Venezuela (see “Venezuela Operations”). Net sales in the Outdoor Solutions segment increased $207 million, or 9.0%, primarily as the result of improved sales in the Coleman and fishing businesses; improved sales in the winter sports and technical apparel businesses, due primarily to increased category space at certain major domestic retailers; expanded product offerings; increased point of sales, increased demand internationally; overall economic improvement, favorable weather conditions and favorable foreign currency translation (approximately $14 million); partially offset by the exiting of two business lines (approximately $54 million). Net sales in the Consumer Solutions segment increased $33.7 million, or 1.8%, primarily as the result of increased demand domestically, especially in the beverage and food preparation categories and certain personal care and wellness categories, which is primarily due to new product placements; increased point of sales; increased sell through for seasonal products at certain major retailers; increased demand internationally, excluding Venezuela, primarily due to overall economic improvement, new institutional sales and increased promotional activity; offset by unfavorable foreign currency translation (approximately $61 million), which includes the unfavorable impact of approximately $81 million related to the currency devaluation in Venezuela (see “Venezuela Operations”). Net sales in the Branded Consumables segment increased $553 million, or 69.8%, which is mainly due to the Acquisition, improvements in the safety and security business and new product placements, including safes and shredders and favorable foreign currency translation (approximately $6 million). Net sales in the Process Solutions segment increased 30.5% on a year over year basis, primarily due to an increase in the pass through pricing of commodities and increases in coinage and monofilament due to improved market conditions.

Cost of sales increased $657 million to $4.4 billion for 2010 versus the same prior year period. The increase is primarily due to the Acquisition (approximately $342 million), improved sales and the inclusion of a $27.4 million charge during 2010, related to a purchase accounting adjustment, primarily due to the Acquisition, for the elimination of manufacturer’s profit in inventory that requires the fair value of the inventory acquired to be valued at the sales price of the finished inventory, less costs to complete and a reasonable profit allowance for selling effort. Cost of sales as a percentage of net sales for 2010 and 2009 was 72.8% and 72.3%, respectively (72.3% for 2010 excluding the charge for the elimination of manufacturer’s profit in inventory). Cost of sales as a percentage of net sales for 2010 was negatively affected as a result of the currency devaluation in Venezuela (see “Venezuela Operations”). Cost of sales as a percentage of net sales for 2009 was also negatively affected by the sell through during the first quarter of 2009 of higher cost inventory that was built in 2008 during a significant rise in commodity prices.

SG&A increased $248 million, or 25.7%, to $1.2 billion for 2010 versus the same prior year period. The change is primarily due to the Acquisition; $70.6 million of charges related to the Company’s Venezuela operations (see “Venezuela Operations”); and acquisition-related and other charges ($33.8 million), primarily associated with acquisitions, partially offset by a decrease in stock-based compensation ($17.0 million) and gains recognized on derivatives not designated as effective hedges ($10.6 million). Additionally, the Company recorded a fair value adjustment related to the recovery of a long-term note from a prior investment, partially offset by a fair value adjustment of a lease termination.

Operating earnings for 2010 in the Outdoor Solutions segment increased $67.0 million, or 41.5%, versus the same prior year period primarily due to a net gross margin increase (approximately $45 million) due to higher sales, partially offset by other costs and a $48.5 million decrease in reorganization costs, partially offset by an increase in SG&A ($26.5 million). Operating earnings for 2010 in the Consumer Solutions segment decreased $27.0 million, or 10.4%, versus the same prior year period primarily as the result of the unfavorable impact on gross margins (approximately $52 million) primarily related to the currency devaluation in Venezuela (see

“Venezuela Operations”), partially offset by a gross margin increase (approximately $25 million) due to higher sales and a $3.8 million decrease in reorganization costs. Operating earnings for 2010 in the Branded Consumables segment increased $49.0 million, or 81.7%, versus the same prior year period primarily due to the impact of the Acquisition, a net gross margin increase (approximately $10 million) due to higher sales, a $4.9 million decrease in SG&A, excluding the impact of the Acquisition and a decrease in impairment charges for goodwill and intangible assets ($3.8 million), partially offset by the purchase accounting adjustment for the elimination of manufacturer’s profit in inventory ($24.7 million). Operating earnings for 2010 in the Process Solutions segment increased $6.3 million, or 33.7%, versus the same prior year period primarily as the result of the gross margin impact of higher sales, partially offset by an increase in SG&A ($6.7 million).

For 2010, the Company did not incur any reorganization costs as the reorganization plans from prior periods have been completed. For 2009, reorganization costs were $52.3 million. The majority of these charges ($48.5 million) relate to plans initiated for 2009 to rationalize the overall cost structure of the Outdoor Solutions segment. The Company also recorded reorganization costs ($3.8 million) during 2009 within the Consumer Solutions segment for headcount reductions related to cost reduction initiatives.

During 2010, the Company recorded non-cash charges of $19.7 million to reflect the impairment of goodwill and certain intangible assets. The most significant of which was a non-cash charge of $17.3 million recorded during the second quarter of 2010 within the Branded Consumables segment to reflect impairment of goodwill in this segment’s Arts and Crafts business. The impairment was due to a decrease in the fair value of forecasted cash flows, reflecting the deterioration of revenues and margins due to a decline in 2010 of forecasted sales to a major customer.

Net interest expense increased by $30.3 million to $178 million for 2010 versus the same prior year period due to higher levels of outstanding debt versus the same prior year period and an increase in the Company’s weighted average interest rate for 2010 to 5.8% from 5.4% in 2009.

The Company’s reported tax rate for 2010 and 2009 was 53.5% and 46.2%, respectively. The increase from the statutory tax rate to the reported tax rate for 2010 results principally from the tax expense ($29.7 million) due to non-deductible charges primarily related to the currency devaluation in Venezuela and from the translation of U.S. dollar denominated net assets in Venezuela (see “Venezuela Operations”) and a tax charge ($7.2 million) related to non-deductible transaction costs attributable to the Acquisition, partially offset by the tax benefit ($14.2 million) related to the reversal of a deferred tax liability attributable to the reduction of Venezuelan earnings considered as not permanently reinvested. The difference from the statutory tax rate to the reported tax rate for 2009 results principally from the U.S. tax expense of $25.7 million recognized on the undistributed foreign income, and $18.5 million recognized on the distributed foreign income, less a $12.9 million benefit attributable to local Venezuela inflationary adjustments and tax-exempt earnings.

Net income for 2010 deceased $22.0 million to $107 million versus the same prior year period. For 2010 and 2009, diluted earnings per share were $1.19 and $1.52, respectively. The decrease in net income was primarily due to the non-cash charges related to the Company’s Venezuela operations ($70.6 million), the purchase accounting adjustment for the elimination of manufacturer’s profit in inventory ($27.4 million), acquisition-related and other charges ($42.3 million) and an increase in interest expense ($30.3 million), partially offset by higher sales, incremental earnings from the Acquisition and a decrease in reorganization costs ($52.3 million).

Results of Operations—Comparing 2009 to 2008

	Net Sales		Operating Earnings (Loss)	
	Years Ended December 31,			
(in millions)	2009	2008	2009	2008
Outdoor Solutions	$2,311.8	$2,481.0	$ 161.6	$ 172.3
Consumer Solutions	1,835.9	1,812.9	260.4	150.5
Branded Consumables	792.1	804.9	60.0	(108.0)
Process Solutions	262.6	348.6	18.7	21.2
Corporate	—	—	(113.8)	(89.9)
Intercompany eliminations	(49.8)	(64.1)	—	—
	$5,152.6	$5,383.3	$ 386.9	$ 146.1

Net sales for 2009 decreased $231 million, or 4.3%, to $5.2 billion versus the same prior year period. The overall decrease in net sales was primarily due to unfavorable foreign currency translation (approximately $89.7 million), a 24.7% ($86.0 million) decline in sales in the Process Solutions segment, due primarily to a decline in the pass-through pricing of commodities and lower coinage and OEM sales, which is typical in a recessionary environment and declines in domestic and international sales resulting from overall macroeconomic weakness. Net sales in the Outdoor Solutions segment decreased $169 million or 6.8%, primarily as the result of unfavorable foreign currency translation (approximately $48 million) and declines in domestic and international sales resulting from overall economic weakness. Net sales in the Consumer Solutions segment increased $23.0 million or 1.3%, which was primarily due increased demand in the small appliance and certain personal care and wellness categories, which was primarily due to gains in category space at certain major retailers, certain marketing efforts and new product introduction, partially offset by unfavorable foreign currency translation (approximately $29 million) and decreased demand internationally, primarily in Latin America, resulting from overall economic weakness. Net sales in the Branded Consumables segment decreased $12.8 million or 1.6%, which was mainly due to unfavorable foreign currency translation (approximately $9 million), continued weakness at retail, primarily at domestic home improvement retailers resulting from overall economic weakness, partially offset by improved sales of Ball® and Kerr® fresh preserving products, which has been driven in part, by the consumer trend of looking to save money, combined with the Company's marketing efforts celebrating the 125th anniversary of the Ball® jar.

Cost of sales for 2009 decreased $154 million to $3.7 billion versus the same prior year period. Cost of sales as a percentage of net sales for 2009 and 2008 was 72.3% and 72.1%, respectively. The impact due to the sell through, primarily during the first quarter of 2009, of higher cost inventory which was built in 2008 during the unprecedented rise in commodity prices was offset by lower commodity prices in 2009, maintaining inventory at levels consistent with our working capital goals and the realization of cost reductions from prior integration and ongoing continuous improvement programs.

SG&A for 2009 decreased $49.8 million, or 4.9%, to $964 million versus the same prior year period. The improvement was primarily due to cost containment efforts initiated by the Company in 2009 as a result of the macroeconomic conditions, partially offset by an incremental increase stock-based compensation for 2009 ($20.7 million) versus 2008. SG&A as a percentage of net sales for 2009 and 2008 was 18.7% and 18.8%, respectively.

Operating earnings for 2009 in the Outdoor Solutions segment decreased $10.7 million or 6.2%, versus the same prior year period primarily as the result of the gross margin impact of lower sales and a $15.9 million increase in reorganization costs, partially offset by a decrease in SG&A ($53.5 million) and a decrease in impairment charges for goodwill and intangible assets ($29.4 million). Operating earnings for 2009 in the Consumer Solutions segment increased $110 million or 73.0%, versus the same prior year period primarily as the result of a decrease in impairment charges for goodwill and intangible assets ($76.3 million), lower SG&A

($22.4 million) and improved gross margins, partially offset by increased reorganization costs ($3.7 million). Operating earnings for 2009 in the Branded Consumables segment increased $168 million or 155.5%, versus the same prior year period primarily as the result of a decrease in impairment charges for goodwill and intangible assets ($155 million) and a decrease in reorganization costs ($10.7 million). Operating earnings in the Process Solutions segment for 2009 decreased $2.5 million or 11.8%, versus the same prior year period primarily as the result of the gross margin impact of lower sales, partially offset by a decrease of SG&A ($2.9 million) and reorganization costs ($8.9 million).

Reorganization costs for 2009 decreased by $7.5 million to $52.3 million versus the same prior year period. The majority of these charges ($48.5 million) relate to plans to rationalize the overall cost structure of the Outdoor Solutions segment. These plans consist of restructuring the Company's domestic and European paintball operations, realigning distribution and warehouse facilities both domestically and in Europe, rationalizing manufacturing operations in the Far East and integrating various 2009 tuck-in acquisitions. The Company also recorded reorganization costs ($3.8 million) during 2009 within the Consumer Solutions segment for headcount reductions related to cost reduction initiatives.

In the fourth quarter of 2009, the Company's impairment test resulted in a non-cash charge of $12.8 million to reflect impairment of goodwill in the Company's Branded Consumables segment. The impairment charge was recorded within the Arts and Crafts business unit. The impairment was due to a decrease in the fair value of forecasted cash flows, reflecting the deterioration of revenues and margins in the business.

The Company's impairment test in 2009 resulted in a non-cash charge of $10.1 million to reflect impairment of intangible assets related to certain of the Company's tradenames. The impairment charge was allocated to the Company's reporting segments as follows:

(in millions)	Year Ended December 31, 2009
Impairment of intangibles:	
Outdoor Solutions	$ 0.8
Branded Consumables	9.3
	$ 10.1

In the Outdoor Solutions segment, the impairment charge recorded relates primarily to certain tradenames within this segment's snow sports business, primarily a result of the abandonment of a minor tradename. In the Branded Consumables segment the impairment charge recorded relates to certain tradenames associated with this segment's Firelog and Safety and Security businesses. The impairment within the Branded Consumables segment was due to a decrease in the fair value of forecasted cash flows, resulting from the deterioration of revenues and margins related to these tradenames.

Net interest expense for 2009 decreased by $31.2 million to $148 million versus the same prior year period, primarily due to a decrease in the weighted average interest rate for 2009 to 5.4% from 6.4% in 2008. The decrease in the weighted average interest rate was due to a decline in short-term variable interest rates (LIBOR) combined with the maturity of $725 million notional amount of fixed rate interest rate swaps during 2009.

The Company's reported tax rate for 2009 and 2008 was 46.2% and (80.7%), respectively. The difference from the statutory tax rate to the reported tax rate for 2009 results principally from the U.S. tax expense of $25.7 million recognized on the undistributed foreign income, and $18.5 million recognized on the distributed foreign income, less a $12.9 million benefit attributable to local Venezuela inflationary adjustments and tax-exempt earnings. The difference from the statutory tax rate to the reported tax rate for 2008 results principally from the tax charge related to the impairment of goodwill ($33.4 million) and from U.S. tax expense ($14.0 million) recognized on undistributed foreign income.

Net income for 2009 increased $188 million to $129 million versus the same prior year period. For 2009 and 2008 diluted earnings (loss) per share were $1.52 and ($0.78), respectively. The increase in net income (loss) was primarily due to the incremental decrease in 2009 of the charge recorded for the impairment of goodwill and intangibles ($260 million), the aforementioned decreases in SG&A and interest expense, partially offset the increase in the diluted weighed average shares outstanding in 2009 resulting from the issuance of 12.0 million shares of common stock from the Company's equity offering in April 2009.

Financial Condition, Liquidity and Capital Resources

LIQUIDITY

The Company believes that its cash and cash equivalents, cash generated from operations and the availability under its senior secured credit facility (the "Facility") and the credit facilities of certain foreign subsidiaries as of December 31, 2010, provide sufficient liquidity to support working capital requirements, planned capital expenditures, debt obligations, completion of current and future reorganization and acquisition-related integration programs and pension plan contribution requirements and for the foreseeable future.

In August 2010, the Company increased its liquidity as it entered into an amendment to the Facility that, in part, extended the maturity date of approximately $364 million principal amount of existing term loans from January 2012 to January 2015 through the creation of a new Term B5 tranche of the Facility; increased the gross availability under the existing revolving credit facility from $100 million to $150 million; and extended the maturity date of the revolving credit facility until January 2015. The Term B5 loans bear interest of LIBOR plus 3.25%.

Cash Flows from Operating Activities

Net cash provided by operating activities was $289 million and $641 million for 2010 and 2009, respectively. The change is primarily due to a higher year over year inventory build as the Company returns to growing its sales, which results in higher inventory levels; the impact of the $27.4 million purchase accounting adjustment for the elimination of manufacturer's profit in inventory that requires the fair value of the inventory acquired to be valued at the sales price of the finished inventory, less costs to complete and a reasonable profit allowance for selling effort; and an increase in pension contributions of approximately $34 million, which includes approximately $14 million related to the settlement of a domestic pension plan, partially offset by improved operating results and the impact of the Acquisition. The Company's inventory at December 31, 2009 was maintained at lower levels, as a result of the anticipated demand decline due to the global recessionary environment.

Cash Flows from Financing Activities

Net cash provided by (used in) financing activities for 2010 and 2009 was $480 million and ($32.5) million, respectively. The change is primarily due the proceeds from the issuance of long-term debt in excess of payments on long-term debt ($525 million) during 2010 and the impact of the incremental net change in short-term debt on a year-over-year basis ($210 million), partially offset by the proceeds from issuance of common stock, net of transaction fees, during 2009 ($203 million) and the year-over-year increase in the repurchase of the Company's common stock and shares tendered for taxes ($38.7 million) and the year-over-year increase of dividends paid ($22.1 million).

Cash Flows from Investing Activities

Net cash used in investing activities was $883 million and $131 million for 2010 and 2009, respectively. Cash used for the acquisition of businesses, net of cash acquired and earnout payments for 2010 increased approximately $742 million over the same period due to acquisitions. For 2010, capital expenditures were

$138 million versus $107 million in 2009. The Company has historically maintained capital expenditures at less than 2% of net sales. Subsequent to the Acquisition, the annualized capital expenditure run-rate is expected to be approximately 2.5% of net sales.

Dividends

In September 2009, the Company announced that the Board had decided to initiate a quarterly cash dividend. In December 2010, the Board declared a quarterly cash dividend of $0.0825 per share of the Company's common stock, or $7.3 million, paid on January 31, 2011 to stockholders of record as of the close of business on January 3, 2011. Cash dividends paid to stockholders in 2010 and 2009 were $28.7 million and $6.6 million, respectively. For 2010, the Company's total annual dividend of $0.33 per share of common stock represents a 10% increase over the 2009 annualized run rate. The actual declaration of any future cash dividends, and the establishment of record and payment dates, will be subject to final determination by the Board each quarter after its review of the Company's financial performance.

CAPITAL RESOURCES

At December 31, 2010 and 2009, the Company had cash and cash equivalents of $695 million and $827 million, respectively. At December 31, 2010, there was no amount outstanding under the revolving credit portion of the Facility. At December 31, 2010, net availability under the Facility was approximately $102 million, after deducting approximately $48 million of outstanding standby and commercial letters of credit. The Company is required to pay commitment fees on the unused balance of the revolving portion of the Facility. At December 31, 2010, the annual commitment fee on unused balances was 0.375%.

In November 2010, the Company completed a registered public offering for $300 million aggregate principal amount of 6 1/8% senior notes due 2022 and received approximately $294 million in net proceeds. The net proceeds will be used for general corporate purposes. Beginning in November 2015, the Company may redeem all or part of these 6 1/8% senior notes due 2022 at specified redemption prices ranging from approximately 100% to 103% of the principal amount, plus accrued and unpaid interest to the date of redemption. These notes are subject to similar restrictive and financial covenants as the Company's existing senior notes and senior subordinated notes.

On January 20, 2010, the Company completed a registered public offering for $492 million aggregate principal amount of 7 1/2% senior subordinated notes due 2020 and received approximately $476 million in net proceeds. The offering consisted of two tranches: a U.S. dollar tranche with aggregate principal amount of $275 million and a Euro dollar tranche with aggregate principal amount of €150 or approximately $217 million. The Company used the net proceeds to repay $250 million of the Facility term loans, with the balance to be used for general corporate purposes. Beginning in January 2015, the Company may redeem all or part of these 7 1/2% senior subordinated notes due 2020 at specified redemption prices ranging from approximately 100% to 104% of the principal amount, plus accrued and unpaid interest to the date of redemption. These notes are subject to similar restrictive and financial covenants as the Company's existing senior notes and senior subordinated notes.

In July 2010, the Company entered into an amendment to the Company's receivables purchase agreement (the "Securitization Facility") that increased maximum borrowings under the Securitization Facility from $250 million to $300 million and extended the term for three years until July 2013. Following the renewal, the borrowing rate margin is 2.0% and the unused line fee is 0.95% per annum. At December 31, 2010, the Securitization Facility had outstanding borrowings totaling $300 million.

Certain foreign subsidiaries of the Company maintain working capital lines of credit with their respective local financial institutions for use in operating activities. At December 31, 2010, the aggregate amount available under these lines of credit totaled approximately $88 million.

The Company was not in default of any of its debt covenants (see Note 9 to the consolidated financial statements) as of December 31, 2010.

In March 2010, the Board authorized a $50 million increase in the Company's existing stock repurchase program to allow the Company to repurchase an aggregate of up to $150 million of its common stock. During, 2010, the Company repurchased approximately 1.4 million shares of its common stock under this stock repurchase program at an average price of $29.62 per share. At December 31, 2010, approximately $55 million remains available under this stock repurchase program.

In April 2009, the Company completed an equity offering of 12.0 million newly-issued shares of common stock at $17.50 per share. The net proceeds to the Company, after the payment of underwriting discounts and other expenses of the offering, was approximately $203 million.

Contractual Obligations and Commercial Commitments

The following table includes aggregate information about the Company's contractual obligations as of December 31, 2010 and the periods in which payments are due. Certain of these amounts are not required to be included in its consolidated balance sheets:

		Year(s)			
(in millions)	Total	1	2-3	4-5	After 5
Debt(1)	$4,110.1	$544.3	$385.1	$1,130.0	$2,050.7
Operating leases	335.4	65.3	105.5	77.4	87.2
Unconditional purchase obligations	65.2	41.3	17.6	5.9	0.4
Other current and non-current obligations	27.6	19.3	1.7	1.7	4.9
Total	$4,538.3	$670.2	$509.9	$1,215.0	$2,143.2

(1) These amounts reflect scheduled principal payments and the expected future interest expense related to the debt at December 31, 2010 that carries a fixed rate of interest. As of December 31, 2010, approximately $1.9 billion of the Company's debt is considered fixed-rate debt, by nature or through use of interest rate swaps. As of December 31, 2010, approximately $1.3 billion of the Company's debt is considered variable-rate debt, by nature or through use of interest rate swaps with a weighted average interest rate of approximately 4.7%. For further information regarding the Company's debt and interest rate structure, refer to Note 9 – "Debt" and Note 10 – "Derivative Financial Instruments" to the consolidated financial statements.

The table above does not reflect tax reserves and accrued interest thereon of $51.6 million and $4.1 million, respectively, as the Company cannot reasonably predict the timing of the settlement of the related tax positions beyond 2011. See Note 12 "Taxes on Income" to the consolidated financial statements for additional information on the Company's unrecognized tax benefits at December 31, 2010.

Commercial commitments are items that the Company could be obligated to pay in the future and are not included in the above table. At December 31, 2010, the Company had approximately $48 million in standby and commercial letters of credit that expire through September 2012.

Risk Management

From time to time, the Company enters into derivative transactions to hedge its exposures to interest rate, foreign currency rate and commodity price fluctuations. The Company does not enter into derivative transactions for trading purposes.

Interest Rate Contracts

The Company manages its fixed and floating rate debt mix using interest rate swaps. The Company uses fixed and floating rate swaps to alter its exposure to the impact of changing interest rates on its consolidated results of operations and future cash outflows for interest. Floating rate swaps are used, depending on market conditions, to convert the fixed rates of long-term debt into short-term variable rates. Fixed rate swaps are used to reduce the Company's risk of the possibility of increased interest costs. Interest rate swap contracts are therefore used by the Company to separate interest rate risk management from the debt funding decision.

Fair Value Hedges

At December 31, 2010, the Company has $350 million notional amount outstanding in swap agreements that exchange a fixed rate of interest for variable rate of interest (LIBOR) plus an average spread of approximately 480 basis points. These floating rate swaps, which were entered into during the fourth quarter of 2010, are designated as fair value hedges against $350 million of principal on the 7 1/2% senior subordinated notes due 2017 for the remaining life of these notes. The effective portion of the fair value gains or losses on these swaps is offset by fair value adjustments in the underlying debt.

During 2010, the Company terminated $625 million notional amount outstanding in swap agreements that exchange a fixed rate of interest for a variable rate of interest and received $3.1 million in net proceeds. These floating rate swaps were not designated as effective hedges for accounting purposes and the fair market value gains are included in the results of operations.

Cash Flow Hedges

During 2010, the Company entered into a $200 million notional amount forward-starting interest rate swap, which became effective commencing December 31, 2010, that exchanges a variable rate of interest (LIBOR) for a fixed rate of interest of approximately 1.4% over the term of the agreement, which matures on December 31, 2013. Additionally, during 2010, the Company entered into a $200 million notional amount forward-starting interest rate swap, that becomes effective commencing December 30, 2011, that will exchange a variable rate of interest (LIBOR) for an average fixed rate of interest of approximately 1.8% over the term of the agreement, which matures on December 31, 2013.

At December 31, 2010, the Company has $650 million notional amount outstanding in swap agreements (including the $200 million notional amount forward-starting swap that becomes effective commencing December 30, 2011) that exchange variable interest rates (LIBOR) for fixed interest rates over the terms of the agreements and are designated as cash flow hedges of the interest rate risk attributable to forecasted variable interest payments and have maturity dates through December 2013. At December 31, 2010 the weighted average fixed rate of interest on these swaps, excluding the forward-starting swap, was approximately 1.7%. The effective portion of the after tax fair value gains or losses on these swaps is included as a component of accumulated other comprehensive income (loss) ("AOCI").

Cross-Currency Contracts

The Company uses cross-currency swaps to hedge foreign currency risk on certain U.S. dollar-based debt of foreign subsidiaries. At December 31, 2010, the Company had a $22.4 million notional amount cross-currency swap outstanding that exchanges Canadian dollars for U.S. dollars. This swap exchanges the variable interest rate bases of the U.S. dollar balance (3-month U.S. LIBOR plus a spread of 175 basis points) and the equivalent Canadian dollar balance (3-month CAD BA plus a spread of 192 basis points). This swap is designated as fair value hedge on a U.S. dollar-based term loan of a Canadian subsidiary. Changes in the fair market value of this cross-currency swap are recorded as an offset to the corresponding long-term debt.

Forward Foreign Currency Contracts

The Company uses forward foreign currency contracts ("foreign currency contracts") to mitigate the foreign currency exchange rate exposure on the cash flows related to forecasted inventory purchases and sales and have maturity dates through September 2012. The derivatives used to hedge these forecasted transactions that meet the criteria for hedge accounting are accounted for as cash flow hedges. The effective portion of the gains or losses on these derivatives is deferred as a component of AOCI and is recognized in earnings at the same time that the hedged item affects earnings and is included in the same caption in the statements of operations as the underlying hedged item. At December 31, 2010, the Company had approximately $559 million notional amount of foreign currency contracts outstanding that are designated as cash flow hedges of forecasted inventory purchases and sales.

At December 31, 2010, the Company had outstanding approximately $76 million notional amount of foreign currency contracts that are not designated as effective hedges for accounting purposes and have maturity dates through March 2012. Fair market value gains or losses are included in the results of operations.

In January 2010, the Company entered into foreign currency contracts to purchase €125 million as a hedge against the Euro purchase price of the Acquisition. These foreign currency contracts, which matured on April 1, 2010, were not designated as effective hedges for accounting purposes and an $8.5 million fair market value loss was recognized and included in the results of operations.

Commodity Contracts

The Company enters into commodity-based derivatives in order to mitigate the impact that the rising price of these commodities has on the cost of certain of the Company's raw materials. These commodity-based derivatives provide the Company with maximum cost certainty, and in certain instances allow the Company to benefit should the cost of the commodity fall below certain dollar levels. At December 31, 2010, the Company had outstanding $6.6 million notional amount of commodity-based derivatives that are not designated as effective hedges for accounting purposes and have maturity dates through June 2011. Fair market value gains or losses are included in the results of operations.

The following table presents the fair value of derivative financial instruments as of December 31, 2010:

(in millions)	December 31, 2010 Asset (Liability)
Derivatives designated as effective hedges:	
Cash flow hedges:	
Interest rate swaps	$ (5.3)
Foreign currency contracts	(14.4)
Fair value hedges:	
Interest rate swaps	(10.2)
Cross-currency swaps	(4.1)
Subtotal	(34.0)
Derivatives not designated as effective hedges:	
Foreign currency contracts	(1.3)
Commodity contracts	0.9
Subtotal	(0.4)
Total	$ (34.4)

Significant Accounting Policies and Critical Estimates

The Company's financial statements are prepared in accordance with GAAP, which require us to make certain judgments, estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. The following list of critical accounting policies is not intended to be a comprehensive list of all its accounting policies. The Company's significant accounting policies are more fully described in Note 1—Business and Significant Accounting Policies to Item 8.—Financial Statements and Supplementary Data. The following represents a summary of the Company's critical accounting policies, defined as those policies that the Company believes are the most important to the portrayal of its financial condition and results of operations, and/or require management's significant judgments and/or estimates. In many cases, the accounting treatment for a particular transaction is specifically directed by GAAP with no need for management's judgment in their application.

Revenue Recognition and Allowance for Product Returns

The Company recognizes revenues at the time of product shipment or delivery, depending upon when title passes, to unaffiliated customers, and when all of the following have occurred: a firm sales agreement is in place, pricing is fixed or determinable, and collection is reasonably assured. Revenue is recognized as the net amount estimated to be received after deducting estimated amounts for product returns, discounts and allowances. The Company estimates future product returns, discounts and allowances based upon historical return rates and its reasonable judgment.

Allowance for Accounts Receivable

The Company maintains an allowance for doubtful accounts for estimated losses that may result from the inability of its customers to make required payments. That estimate is based on historical collection experience, current economic and market conditions, and a review of the current status of each customer's trade accounts receivable. If the financial condition of its customers were to deteriorate or its judgment regarding their financial condition was to change negatively, additional allowances may be required resulting in a charge to income in the period such determination was made. Conversely, if the financial condition of its customers were to improve or its judgment regarding their financial condition was to change positively, a reduction in the allowances may be required resulting in an increase in income in the period such determination was made.

Allowance for Inventory Obsolescence

The Company writes down its inventory for estimated obsolescence or unmarketable inventory equal to the difference between the cost of the inventory and the estimated market value based upon assumptions about future demand and market conditions. If actual market conditions are less favorable than those projected, additional inventory write-downs may be required resulting in a charge to income in the period such determination was made. Conversely, if actual market conditions are more favorable than those projected, a reduction in the write-down may be required resulting in an increase in income in the period such determination was made.

Income Taxes

The Company records a valuation allowance to reduce its deferred tax assets to the amount that the Company believes is more likely than not to be realized. While the Company has considered future taxable income and ongoing prudent and feasible tax planning strategies in assessing the need for the valuation allowance, in the event the Company were to determine that it would not be able to realize all or part of its net deferred tax assets in the future, an adjustment to the deferred tax assets would be charged to income in the period such determination was made. Likewise, should the Company determine that it would be able to realize its deferred tax assets in the future in excess of its net recorded amount, an adjustment to the deferred tax assets would increase income in the period such determination was made.

Additionally, the Company recognizes tax benefits for certain tax positions based upon judgments as to whether it is more likely than not that a tax position will be sustained upon examination. The measurement of tax positions that meet the more-likely-than-not recognition threshold are based in part on estimates and assumptions as to be the probability of an outcome, along with estimated amounts to be realized upon any settlement. While the Company believes the resulting tax balances at December 31, 2010 and 2009 are fairly stated based upon these estimates, the ultimate resolution of these tax positions could result in favorable or unfavorable adjustments to its consolidated financial statements and such adjustments could be material. See Note 12 to the consolidated financial statements for further information regarding taxes.

Goodwill and Indefinite-Lived Intangibles

The application of the purchase method of accounting for business combinations requires the use of significant estimates and assumptions in determining the fair value of assets acquired and liabilities assumed in order to properly allocate the purchase price. The estimates of the fair value of the assets acquired and liabilities assumed are based upon assumptions believed to be reasonable using established valuation techniques that consider a number of factors and when appropriate, valuations performed by independent third party appraisers.

As a result of acquisitions in prior years, the Company has significant intangible assets on its balance sheet that include goodwill and indefinite-lived intangibles (primarily trademarks and tradenames). The Company's goodwill and indefinite-lived intangibles are tested and reviewed for impairment annually (during the fourth quarter, which coincides with the Company's planning process), or more frequently if facts and circumstances warrant. Goodwill impairment testing requires significant use of judgment and assumptions including the identification of reporting units; the assignment of assets and liabilities to reporting units; and the estimation of future cash flows, business growth rates, terminal values and discount rates. The Company uses various valuation methods, such as the discounted cash flow and market multiple methods. The income approach used is the discounted cash flow methodology and is based on five-year cash flow projections. The cash flows projected are analyzed on a "debt-free" basis (before cash payments to equity and interest bearing debt investors) in order to develop an enterprise value from operations for the reporting unit. A provision is also made, based on these projections, for the value of the reporting unit at the end of the forecast period, or terminal value. The present value of the interim cash flows and the terminal value are determined using a selected discount rate. The market multiple methodology involves estimating value based on the trading multiples for comparable public companies. Multiples are determined through an analysis of certain publicly traded companies that are selected on the basis of operational and economic similarity with the business operations. Valuation multiples are calculated for the comparable companies based on daily trading prices. A comparative analysis between the reporting unit and the public companies forms the basis for the selection of appropriate risk-adjusted multiples. The comparative analysis incorporates both quantitative and qualitative risk factors which relate to, among other things, the nature of the industry in which the reporting unit and other comparable companies are engaged.

The testing of unamortizable intangibles under established guidelines for impairment also requires significant use of judgment and assumptions (such as cash flow projections, terminal values and discount rates). For impairment testing purposes the fair value of unamortizable intangibles is determined using the same method which was used for determining the initial value. The first method is the relief from the royalty method, which estimates the value of a tradename by discounting the hypothetical avoided royalty payments to their present value over the economic life of the asset. The second method is the excess earnings method, which estimates the value of the intangible asset by quantifying the residual (or excess) cash flows generated by the asset, and discounting those cash flows to the present. The excess earnings methodology requires the application of contributory asset charges. Contributory asset charges typically include payments for the use of working capital, tangible assets and other intangible assets. Changes in forecasted operations and other assumptions could materially affect the estimated fair values. Changes in business conditions could potentially require adjustments to these asset valuations.

The Company did not record any impairment charges in 2010 in connection with its annual impairment testing. As previously discussed, during the second quarter of 2010, the Company recorded a non-cash charge of $17.3 million to reflect impairment of goodwill and during 2010 the Company recorded non-cash charges of $2.4 million to reflect impairment of certain intangibles. In the fourth quarter of 2009 and 2008, the Company's annual impairment test resulted in non-cash charges to goodwill of $12.8 million and $172 million, respectively, and non-cash charges to indefinite-lived intangibles (tradenames) of $10.1 million and $111 million, respectively.

While some of the Company's businesses experienced a revenue decline and decreased profitability in 2010, the Company believes that its long-term growth strategy supports its fair value conclusions. For both goodwill and indefinite-lived intangible assets, the recoverability of these amounts is dependent upon achievement of the Company's projections and the execution of key initiatives related to revenue growth and improved profitability. As a result of the 2010 annual impairment testing, the enterprise value of all reporting units exceeded their carrying value by more than 10%, however, changes in business conditions and assumptions could potentially require future adjustments to these asset valuations. The Company will continue to monitor its reporting units for any triggering events or other signs of impairment.

Other Long-Lived Assets

The Company evaluates the recoverability of long-lived assets, including property, plant and equipment and amortizable intangible assets, whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Impairment indicators that could trigger an impairment review include significant underperformance relative to historical or projected future operating results, significant changes in the manner of use of the assets or the strategy for the overall business, significant decreases in the market value of the assets and significant negative industry or economic trends. When the Company determines that the carrying amount of long-lived assets may not be recoverable based upon the existence of one or more of the indicators, the assets are assessed for impairment based on the estimated future undiscounted cash flows expected to result from the use of the asset and its eventual disposition. The cash flows are estimated utilizing various assumptions regarding future revenue and expenses, working capital, and proceeds from disposal. If the carrying amount exceeds the sum of the undiscounted future cash flows, the Company discounts the future cash flows using a discount rate required for a similar investment of like risk and records an impairment charge as the difference between the fair value and the carrying value of the asset group.

Pension and Postretirement Benefit Plans

The Company records annual amounts relating to its pension and postretirement plans based on calculations, which include various actuarial assumptions, including discount rates, assumed rates of return, compensation increases, turnover rates and health care cost trend rates. The Company reviews its actuarial assumptions on an annual basis and makes modifications to the assumptions based on current rates and trends when it is deemed appropriate to do so. The effect of modifications is generally deferred and amortized over future periods. The Company believes that the assumptions utilized in recording its obligations under its plans are reasonable based on its experience, market conditions and the input from its actuaries and investment advisors. The pension and postretirement obligations are measured as of December 31 for 2010 and 2009.

The Company employs a total return investment approach for its pension and postretirement benefit plans whereby a mix of equities and fixed income investments are used to maximize the long-term return of pension and postretirement plan assets. The intent of this strategy is to minimize plan expenses by outperforming plan liabilities over the long run. Risk tolerance is established through careful consideration of plan liabilities, plan funded status, and corporate financial condition. The investment portfolios contain a diversified blend of equity and fixed-income investments. Furthermore, equity investments are diversified across geography and market capitalization through investments in U.S. large-capitalization stocks, U.S. small-capitalization stocks and

international securities. Investment risk is measured and monitored on an ongoing basis through annual liability measurements, periodic asset/liability studies and quarterly investment portfolio reviews.

The expected long-term rate of return for plan assets is based upon many factors including expected asset allocations, historical asset returns, current and expected future market conditions, risk and active management premiums. The prospective target asset allocation percentage for the pension plans is approximately 45% – 60% for equity securities, approximately 25% – 40% for fixed-income investments and approximately 0% – 30% for other securities. At December 31, 2010, the domestic plan assets were allocated as follows: Equities: approximately 36% and Other Investments (alternative investments, fixed-income securities, cash and other): approximately 64%.

For 2010 and 2009, the actual return on plan assets for the Company's U.S. pension plan assets was $16.4 and $33.4 million, respectively, versus an expected return on plan assets of $13.6 and $12.5 million, respectively. For 2008, actual returns on plan assets for the Company's U.S. pension plans were below the expected long-term rate of return due to the adverse conditions in the global securities markets. The actual amount of future contribution will depend, in part, on long-term actual return on assets and future discount rates. Pension contributions for 2011 are estimated to be approximately $18 million, compared to approximately $43 million in 2010, which includes approximately $14 million related to the settlement of a domestic pension plan.

The weighted average expected return on plan assets assumption for 2010 was approximately 7.9% for the Company's pension plans. The weighted average discount rate at the 2010 measurement date used to measure the pension and postretirement benefit obligations was approximately 5.2% and 5.5%, respectively. A one percentage point increase in the discount rate at the 2010 measurement date would decrease the pension plans' projected benefit obligation by approximately $43 million.

The health care cost trend rates used in valuing the Company's postretirement benefit obligation are established based upon actual health care cost trends and consultation with actuaries and benefit providers. At the 2010 measurement date, the current weighted average healthcare trend rate assumption was 7.5%. The current trend rate gradually decreases to an ultimate trend rate of 4.5%.

A one percentage point change in assumed healthcare cost trend rates would have the following effects:

(in millions)	1% Increase	1% Decrease
Service and interest cost components of postretirement benefit costs	$ 0.1	(0.1)
Postretirement benefit obligation	1.5	(1.2)

Product Liability

As a consumer goods manufacturer and distributor, the Company faces the risk of product liability and related costs for substantial money damages, product recall actions and higher than anticipated rates of warranty returns or other returns of goods. Each year the Company sets its product liability insurance program, which is an occurrence-based program, based on current and historical claims experience and the availability and cost of related insurance.

Product liabilities are based on estimates (which include actuarial determinations made by an independent actuarial consultant as to liability exposure, taking into account prior experience, number of claims and other relevant factors); thus, the Company's ultimate liability may exceed or be less than the amounts accrued. The methods of making such estimates and establishing the resulting liability are reviewed on a regular basis and any adjustments resulting therefrom are reflected in current operating results.

Stock-Based Compensation

The fair value of stock options is determined using the Black-Scholes option-pricing. The fair value of the market-based restricted stock awards is determined using a Monte Carlo simulation embedded in a lattice model, and for all other restricted stock awards the fair value is based on the closing price of the Company's common stock on the date of grant. The determination of the fair value of the Company's stock option awards and restricted stock awards is based on a variety of factors including, but not limited to, the Company's common stock price, expected stock price volatility over the expected life of awards, and actual and projected exercise behavior. Additionally, the Company estimates forfeiture for options and restricted stock awards at the grant date of the award based on historical experience and are adjusted as necessary if actual forfeitures differ from these estimates. Certain performance awards require management's judgment as to whether performance targets will be achieved.

Product Warranty Costs

The Company recognizes warranty costs based on an estimate of amounts required to meet future warranty obligations arising as part of the sale of its products. The Company accrues an estimated liability at the time of a product sale based on historical claim rates applied to current period sales, as well as any information applicable to current product sales that may indicate a deviation from such historical claim rate trends.

Contingencies

The Company is involved in various legal disputes and other legal proceedings that arise from time to time in the ordinary course of business. In addition, the Company or various of its subsidiaries have been identified by the United States Environmental Protection Agency or a state environmental agency as a Potentially Responsible Party pursuant to the federal Superfund Act and/or state Superfund laws comparable to the federal law at various sites. Based on currently available information, the Company does not believe that the disposition of any of the legal or environmental disputes the Company or its subsidiaries are currently involved in will have a material adverse effect on the consolidated financial condition, results of operations or cash flows of the Company. It is possible, that as additional information becomes available, the impact on the Company of an adverse determination could have a different effect.

New and Pending Accounting Pronouncements

During 2010, 2009 and 2008, the Company adopted various accounting standards. A description of these standards and their effect on the consolidated financial statements are described in Note 2 to the consolidated financial statements.

Pending standards and their estimated effect on the Company's consolidated financial statements are described in Note 2 to the consolidated financial statements.

Forward-Looking Statements

The Private Securities Litigation Reform Act of 1995 provides a safe harbor for forward-looking statements made by or on behalf of the Company. The Company may from time to time make written or oral statements that are "forward-looking," including statements contained in this report and other filings with the SEC and in reports to its stockholders. Such forward-looking statements include the Company's adjusted earnings per share, the outlook for the Company's markets and the demand for its products, estimated sales, segment earnings, earnings per share, cash flows from operations, consistent profitable growth, free cash flow, future revenues and gross operating and EBITDA margin improvement requirement and expansion, organic growth, the success of new product introductions, growth or savings in costs and expenses, the impact of commodities and transportation costs and the Company's ability to manage its risk in these areas, repurchase of shares of common stock from

time to time under the Company's stock repurchase program, and the impact of acquisitions, divestitures, restructurings and other unusual items, including the Company's ability to successfully integrate and obtain the anticipated results and synergies from its consummated acquisitions. These statements are made on the basis of management's views and assumptions as of the time the statements are made and the Company undertakes no obligation to update these statements. There can be no assurance, however, that its expectations will necessarily come to pass. Significant factors affecting these expectations are set forth under Item 1A.—Risk Factors of this Annual Report on Form 10-K.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk

In general, business enterprises can be exposed to market risks including fluctuations in interest rates, foreign currency exchange rates and certain commodity prices, and that can affect the cost of operating, investing and financing under those conditions. The Company believes it has moderate exposure to these risks. The Company assesses market risk based on changes in interest rates, foreign currency rates and commodity prices utilizing a sensitivity analysis that measures the potential loss in earnings, fair values and cash flows based on a hypothetical 10% change in these rates and prices.

The Company is exposed to interest rate risk on its variable rate debt and price risk on its fixed rate debt. As such, the Company monitors the interest rate environment and uses interest rate swap agreements to manage its interest rate risk and price risk by balancing its exposure to fixed and variable interest rates while attempting to minimize interest costs. As of December 31, 2010, approximately $1.3 billion of Company's debt carries a variable rate of interest either by nature or through the use of interest rate swaps. The remainder of the debt (approximately $1.9 billion) carries a fixed rate of interest either by nature or through the use of interest rate swaps. A hypothetical 10% change in these interest rates would change interest expense by approximately $5 million and the fair values of fixed rate debt by approximately $70 million.

While the Company transacts business predominantly in U.S. dollars and most of its revenues are collected in U.S. dollars, a substantial portion of the Company's operating costs are denominated in other currencies, such as the Brazilian Real, British Pound, Canadian dollar, Chinese Renminbi, European Euro, Japanese Yen, Mexican Peso, and Venezuelan Bolivar. Changes in the relation of these and other currencies to the U.S. dollar will affect Company's sales and profitability and could result in exchange losses. For 2010, approximately 36% of the Company's sales were denominated in foreign currencies, the most significant of which were: Euro dollars—approximately 11%; and Canadian dollars—approximately 6%. The primary purpose of the Company's foreign currency hedging activities is to mitigate the foreign currency exchange rate exposure on the cash flows related to forecasted inventory purchases and sales. A hypothetical 10% change in foreign currency rates would not have a material effect on foreign currency gains and losses related to the foreign currency derivatives or the net fair value of the Company's foreign currency derivatives.

The Company is exposed to the price risk that the rising cost of commodities has on certain of its raw materials. As such, the Company monitors the commodities markets and from time to time the Company enters into commodity-based derivatives in order to mitigate the impact that the rising price of these commodities has on the cost of certain of these Company's raw materials. A hypothetical 10% change in the commodity prices underlying the derivatives would not have a material effect on the fair value commodity derivatives and the related gains and losses included in the Company's results of operations.

The Company is exposed to credit loss in the event of non-performance by the counterparties to its derivative financial instruments, all of which are highly rated institutions; however, the Company does not anticipate non-performance by such counterparties.

The Company does not enter into derivative financial instruments for trading purposes.

Item 8. Financial Statements and Supplementary Data

Report of Independent Registered Public Accounting Firm
To the Board of Directors and Stockholders of Jarden Corporation:

In our opinion, the accompanying consolidated balance sheets and the related consolidated statements of operations, stockholders' equity and cash flows present fairly, in all material respects, the financial position of Jarden Corporation and its subsidiaries at December 31, 2010 and 2009, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2010 in conformity with accounting principles generally accepted in the United States of America. In addition, in our opinion, the financial statement schedule listed in the index appearing under Item 15(2) presents fairly, in all material respects, the information set forth therein when read in conjunction with the related consolidated financial statements. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2010, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The Company's management is responsible for these financial statements and financial statement schedule, for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in Management's Report on Internal Control over Financial Reporting appearing under Item 9A. Our responsibility is to express opinions on these financial statements, on the financial statement schedule, and on the Company's internal control over financial reporting based on our integrated audits. We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement and whether effective internal control over financial reporting was maintained in all material respects. Our audits of the financial statements included examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

As discussed in Note 2 to the consolidated financial statements, the Company changed the manner in which it accounts for business combinations in 2009.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

As described in Management's Report on Internal Control Over Financial Reporting, management has excluded the Mapa Spontex Baby Care and Home Care businesses of Total S.A. ("Mapa Spontex") from its assessment of internal control over financial reporting as of December 31, 2010

because it was acquired by the Company in a purchase business combination during 2010. We have also excluded Mapa Spontex from our audit of internal control over financial reporting. Mapa Spontex constituted approximately 10% of the Company's consolidated assets at December 31, 2010 and approximately 9% of the Company's net sales for the year ended December 31, 2010.

In addition, as described in Management's Report on Internal Control Over Financial Reporting, management has excluded Aero Products International ("Aero") and Quickie Manufacturing Corporation ("Quickie") from its assessment of internal control over financial management as of December 31, 2010 because they were acquired by the Company in a purchase business combination during 2010. We have also excluded Aero and Quickie from our audit of internal control over financial reporting. Aero and Quickie combined constituted approximately 5% of the Company's consolidated assets at December 31, 2010 and less then 1% of the Company's net sales for the year ended December 31, 2010.

New York, New York
February 24, 2011

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JARDEN CORPORATION

CONSOLIDATED STATEMENTS OF OPERATIONS
(In millions, except per share amounts)

	Years Ended December 31,		
	2010	2009	2008
Net sales	$6,022.7	$5,152.6	$5,383.3
Cost of sales	4,383.9	3,726.6	3,880.5
Gross profit	1,638.8	1,426.0	1,502.8
Selling, general and administrative expenses	1,211.8	963.9	1,013.7
Reorganization and acquisition-related integration costs, net	—	52.3	59.8
Impairment of goodwill and intangibles	19.7	22.9	283.2
Operating earnings	407.3	386.9	146.1
Interest expense, net	177.8	147.5	178.7
Income (loss) before taxes	229.5	239.4	(32.6)
Income tax provision	122.8	110.7	26.3
Net income (loss)	$ 106.7	$ 128.7	$ (58.9)
Earnings (loss) per share:			
Basic	$ 1.20	$ 1.53	$ (0.78)
Diluted	$ 1.19	$ 1.52	$ (0.78)
Weighted average shares outstanding:			
Basic	89.0	84.1	75.2
Diluted	89.8	84.8	75.2

The accompanying notes are an integral part of the consolidated financial statements.

JARDEN CORPORATION

CONSOLIDATED BALANCE SHEETS
(In millions, except per share amounts)

	As of December 31, 2010	As of December 31, 2009
Assets		
Cash and cash equivalents	$ 695.4	$ 827.4
Accounts receivable, net of allowances of $64.7 in 2010, $60.7 in 2009	1,067.7	851.3
Inventories	1,294.6	974.1
Deferred taxes on income	166.5	153.2
Prepaid expenses and other current assets	146.6	182.0
Total current assets	3,370.8	2,988.0
Property, plant and equipment, net	658.9	505.7
Goodwill	1,752.4	1,518.4
Intangibles, net	1,182.6	926.8
Other assets	128.3	84.7
Total assets	$7,093.0	$6,023.6
Liabilities		
Short-term debt and current portion of long-term debt	$ 434.6	$ 520.3
Accounts payable	573.3	390.7
Accrued salaries, wages and employee benefits	180.2	162.3
Taxes on income	27.9	26.6
Other current liabilities	461.2	384.6
Total current liabilities	1,677.2	1,484.5
Long-term debt	2,806.0	2,145.9
Deferred taxes on income	458.7	300.9
Other non-current liabilities	330.6	325.5
Total liabilities	5,272.5	4,256.8
Commitments and contingencies (see Note 11)	—	—
Stockholders' equity:		
Preferred stock ($0.01 par value, 5.0 shares authorized, no shares issued and outstanding at December 31, 2010 and 2009)	—	—
Common stock ($0.01 par value, 150 shares authorized, 92.7 and 90.9 shares issued at December 31, 2010 and 2009, respectively)	0.9	0.9
Additional paid-in capital	1,450.2	1,460.8
Retained earnings	421.0	344.7
Accumulated other comprehensive income (loss)	(24.8)	(20.9)
Less: Treasury stock (0.9 and 0.7 shares, at cost, at December 31, 2010 and 2009, respectively)	(26.8)	(18.7)
Total stockholders' equity	1,820.5	1,766.8
Total liabilities and stockholders' equity	$7,093.0	$6,023.6

The accompanying notes are an integral part of the consolidated financial statements.

JARDEN CORPORATION

CONSOLIDATED STATEMENTS OF CASH FLOWS
(In millions)

	Years Ended December 31,		
	2010	2009	2008
Cash flows from operating activities:			
Net income (loss)	$ 106.7	$ 128.7	$ (58.9)
Reconciliation of net income (loss) to net cash provided by operating activities:			
Depreciation and amortization	142.8	130.3	120.3
Impairment of goodwill and intangibles	19.7	22.9	283.2
Venezuela hyperinflationary and devaluation charges	70.6	—	—
Deferred income taxes	45.3	61.2	(36.6)
Stock-based compensation	24.3	40.2	20.6
Other	21.2	30.0	24.7
Changes in operating assets and liabilities, net of effects from acquisitions:			
Accounts receivable	(50.7)	51.2	41.5
Inventory	(145.2)	229.9	(95.2)
Accounts payable	84.7	(40.9)	(12.2)
Accrued salaries, wages and employee benefits	(12.5)	19.1	8.4
Other assets and liabilities	(17.9)	(31.5)	(45.9)
Net cash provided by operating activities	289.0	641.1	249.9
Cash flows from financing activities:			
Net change in short-term debt	56.2	(153.6)	131.5
Proceeds from issuance of long-term debt	786.1	292.2	25.0
Payments on long-term debt	(260.9)	(351.2)	(25.0)
Proceeds from issuance of stock, net of transaction fees	8.5	211.6	2.1
Repurchase of common stock and shares tendered for taxes	(51.3)	(12.6)	(23.5)
Debt issuance costs	(24.7)	(17.3)	(3.0)
Dividends paid	(28.7)	(6.6)	—
Other, net	(5.0)	5.0	(2.5)
Net cash provided by (used in) financing activities	480.2	(32.5)	104.6
Cash flows from investing activities:			
Additions to property, plant and equipment	(137.5)	(107.4)	(102.2)
Acquisition of businesses, net of cash acquired and earnout payments	(755.5)	(13.7)	(42.6)
Other	9.9	(9.5)	(30.7)
Net cash used in investing activities	(883.1)	(130.6)	(175.5)
Effect of exchange rate changes on cash and cash equivalents	(18.1)	(43.4)	(6.7)
Net increase (decrease) in cash and cash equivalents	(132.0)	434.6	172.3
Cash and cash equivalents at beginning of period	827.4	392.8	220.5
Cash and cash equivalents at end of period	$ 695.4	$ 827.4	$ 392.8
Supplemental cash disclosures:			
Taxes paid	$ 75.7	$ 64.3	$ 54.8
Interest paid	154.2	133.1	182.4

The accompanying notes are an integral part of the consolidated financial statements.

JARDEN CORPORATION

CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY
(in millions)

	Common Stock		Treasury Stock		Preferred Stock		Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Total
	Shares	Amount	Shares	Amount	Shares	Amount				
Balance, December 31, 2007	78.4	$ 0.8	(1.6)	$ (45.0)	—	$ —	$ 1,246.5	$ 288.8	$ 47.5	$1,538.6
Net loss	—	—	—	—	—	—	—	(58.9)	—	(58.9)
Comprehensive income:										
Cumulative translation adjustment	—	—	—	—	—	—	—	—	(50.0)	(50.0)
Derivative transactions, net	—	—	—	—	—	—	—	—	9.5	9.5
Accrued benefit costs, net	—	—	—	—	—	—	—	—	(58.8)	(58.8)
Comprehensive income (loss)	—	—	—	—	—	—	—	—	—	(158.2)
Restricted stock awards, stock options exercised and stock plan purchases	—	—	0.5	14.7	—	—	(8.8)	—	—	5.9
Restricted stock awards cancelled and shares tendered for stock options and taxes	—	—	(0.2)	(5.0)	—	—	4.6	—	—	(0.4)
Stock-based compensation	—	—	—	—	—	—	20.6	—	—	20.6
Shares repurchased	—	—	(1.5)	(23.1)	—	—	—	—	—	(23.1)
Other	—	—	—	—	—	—	1.2	(0.4)	—	0.8
Balance, December 31, 2008	78.4	$ 0.8	(2.8)	$ (58.4)	—	$ —	$ 1,264.1	$ 229.5	$ (51.8)	$1,384.2
Net income	—	—	—	—	—	—	—	128.7	—	128.7
Comprehensive income:										
Cumulative translation adjustment	—	—	—	—	—	—	—	—	39.1	39.1
Derivative transactions and other, net	—	—	—	—	—	—	—	—	(16.3)	(16.3)
Accrued benefit costs, net	—	—	—	—	—	—	—	—	8.1	8.1
Comprehensive income	—	—	—	—	—	—	—	—	—	159.6
Proceeds from issuance of common stock, net	12.0	0.1	—	—	—	—	202.6	—	—	202.7
Restricted stock awards, stock options exercised and stock plan purchases	—	—	2.8	57.7	—	—	(49.1)	—	—	8.6
Restricted stock awards cancelled and shares tendered for stock options and taxes	—	—	(0.7)	(18.6)	—	—	1.9	—	—	(16.7)
Dividends declared	—	—	—	—	—	—	—	(13.5)	—	(13.5)
Stock-based compensation	—	—	—	—	—	—	41.3	—	—	41.3
Other	0.5	—	—	0.6	—	—	—	—	—	0.6
Balance, December 31, 2009	90.9	$ 0.9	(0.7)	$ (18.7)	—	$ —	$ 1,460.8	$ 344.7	$ (20.9)	$1,766.8

The accompanying notes are an integral part of the consolidated financial statements.

JARDEN CORPORATION

CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY (continued)
(in millions)

	Common Stock		Treasury Stock		Preferred Stock		Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Total
	Shares	Amount	Shares	Amount	Shares	Amount				
Balance, December 31, 2009	90.9	$ 0.9	(0.7)	$ (18.7)	—	$ —	$ 1,460.8	$ 344.7	$ (20.9)	$1,766.8
Net income	—	—	—	—	—	—	—	106.7	—	106.7
Comprehensive income:										
Cumulative translation adjustment	—	—	—	—	—	—	—	—	1.2	1.2
Derivative transactions and other, net	—	—	—	—	—	—	—	—	2.6	2.6
Accrued benefit costs, net	—	—	—	—	—	—	—	—	(7.7)	(7.7)
Comprehensive income	—	—	—	—	—	—	—	—	—	102.8
Restricted stock awards, stock options exercised and stock plan purchases	1.8	—	1.5	44.6	—	—	(36.3)	—	—	8.3
Restricted stock awards cancelled and shares tendered for stock options and taxes	—	—	(0.3)	(9.9)	—	—	1.4	—	—	(8.5)
Dividends declared	—	—	—	—	—	—	—	(30.4)	—	(30.4)
Stock-based compensation	—	—	—	—	—	—	24.3	—	—	24.3
Shares repurchased	—	—	(1.4)	(42.8)	—	—	—	—	—	(42.8)
Balance, December 31, 2010	92.7	$ 0.9	(0.9)	$ (26.8)	—	$ —	$ 1,450.2	$ 421.0	$ (24.8)	$1,820.5

The accompanying notes are an integral part of the consolidated financial statements.

JARDEN CORPORATION

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Dollars in millions, except per share data and unless otherwise indicated)

1. Business and Significant Accounting Policies

Business

Jarden Corporation and its subsidiaries (hereinafter referred to as the "Company" or "Jarden") is a leading provider of a broad range of consumer products. Jarden's three primary business segments, Outdoor Solutions, Consumer Solutions and Branded Consumables, manufacture or source, market and distribute a number of well-recognized brands, including: *Outdoor Solutions:* Abu Garcia®, Aerobed®, Berkley®, Campingaz®, Coleman®, Fenwick®, Gulp!®, K2®, Marker®, Marmot®, Mitchell®, Penn®, Rawlings®, Shakespeare®, Stearns®, Stren®, Trilene®, Völkl® and Zoot®; *Consumer Solutions:* Bionaire®, Crock-Pot®, FoodSaver®, Health o meter®, Holmes®, Mr. Coffee®, Oster®, Patton®, Rival®, Seal-a-Meal®, Sunbeam®, VillaWare® and White Mountain®; and *Branded Consumables:* Ball®, Bee®, Bicycle®, Billy Boy®, Crawford®, Diamond®, Dicon®, Fiona®, First Alert®, First Essentials®, Forster®, Hoyle®, Kerr®, Lehigh®, Leslie-Locke®, Lillo®, Loew-Cornell®, Mapa®, NUK®, Pine Mountain®, Quickie®, Spontex® and Tigex®. The Company's growth strategy is based on introducing new products, as well as on expanding existing product categories, which is supplemented through opportunistically acquiring businesses with highly recognized brands, innovative products and multi-channel distribution.

Basis of Presentation

The consolidated financial statements include the consolidated accounts of the Company and have been prepared in accordance with generally accepted accounting principles in the United States of America ("GAAP").

All significant intercompany transactions and balances have been eliminated upon consolidation. Unless otherwise indicated, references in the consolidated financial statements to 2010, 2009 and 2008 are to the Company's calendar years ended December 31, 2010, 2009 and 2008, respectively.

Certain reclassifications have been made in the Company's consolidated financial statements of prior years to conform to the current year presentation. These reclassifications have no impact on previously reported net income. Subsequent events have been evaluated through the filing date of these consolidated financial statements.

Supplemental Information

Stock-based compensation costs, which are included in selling, general and administrative expenses ("SG&A"), were $24.3, $41.3 and $20.6 for 2010, 2009 and 2008, respectively.

Interest expense is net of interest income of $4.9, $7.8 and $6.5 for 2010, 2009 and 2008, respectively.

Foreign Operations

The functional currency for most of the Company's consolidated foreign operations is the local currency. Assets and liabilities are translated at year-end exchange rates; and income and expenses are translated at average exchange rates during the year. Net unrealized exchange adjustments arising on the translation of foreign currency financial statements are reported as cumulative translation adjustments within accumulated other comprehensive income. Foreign currency transaction gains and losses are included in the results of operation and are generally classified in selling, general and administrative expenses. Foreign currency transaction gains/(losses) for 2010, 2009 and 2008, were $8.7, $18.9 and ($14.3), respectively.

The U.S. dollar is the functional currency for certain foreign subsidiaries that conduct their business primarily in U.S. dollars. As such, monetary items are translated at current exchange rates, and non-monetary items are translated at historical exchange rates.

Venezuela Operations

Effective January 1, 2010, the Company's subsidiaries operating in Venezuela are considered under GAAP to be operating in a highly inflationary economy based on the use of the blended National Consumer Price Index (a blend of the National Consumer Price Index subsequent to January 1, 2008 and the Consumer Price Index for Caracas and Maracaibo prior to January 1, 2008), as the Venezuela economy exceeded the three year cumulative inflation rate of 100%. The Company's financial statements of its subsidiaries operating in Venezuela are remeasured as if their functional currency were the U.S. dollar. As such, gains and losses resulting from the remeasurement of monetary assets and liabilities are reflected in current earnings.

On January 8, 2010, the Venezuelan government announced its intention to devalue its currency (Bolivar) relative to the U.S. dollar. The official exchange rate for imported goods classified as essential, such as food and medicine, changed from 2.15 to 2.60 Bolivars per U.S. dollar, while payments for other non-essential goods moved to an official exchange rate of 4.30 Bolivars per U.S. dollar. As such, beginning in 2010, the financial statements of the Company's subsidiaries operating in Venezuela are remeasured at and are reflected in the Company's consolidated financial statements at the official exchange rate of 4.30, which is the Company's expected settlement rate.

As a result of the change in the official exchange rate to 4.30 Bolivars per U.S. dollar, the Company recorded a non-cash pre-tax loss of $14.0 in 2010, primarily reflecting the write-down of monetary assets as of January 1, 2010. This charge is classified in SG&A.

In March 2010, the SEC provided guidance on certain exchange rate issues specific to Venezuela. This SEC guidance, in part, requires that any differences between the amounts reported for financial reporting purposes and actual U.S. dollar denominated balances that may have existed prior to the application of the highly inflationary accounting requirements (effective January 1, 2010 for the Company) should be recognized in the income statement. As a result of applying this SEC guidance, the results of operations for 2010 include a non-cash charge of $56.6 related to remeasuring $32.0 of U.S. dollar denominated assets at the parallel exchange rate and subsequently translating at the official exchange rate. This charge is classified in SG&A. At December 31, 2009, and prior to the application of the accounting guidance for operating in a highly inflationary economy, the $56.6 was deferred and recorded in other assets. This SEC guidance was codified by the Financial Accounting Standards Board (the "FASB") in May 2010, with the issuance of Accounting Standards Update ("ASU") 2010-19.

Use of Estimates

The preparation of the consolidated financial statements in accordance with GAAP requires estimates and assumptions that affect amounts reported and disclosed in the consolidated financial statements and accompanying notes. Actual results could differ materially from those estimates. Significant accounting estimates and assumptions are used for, but not limited to, the allowance for doubtful accounts; assets impairments; useful lives of tangible and intangible assets; pension and postretirement liabilities; tax valuation allowances and unrecognized tax benefits; reserves for sales returns and allowances; product warranty; product liability; excess and obsolete inventory; and litigation and environmental liabilities.

Concentrations of Credit Risk

Substantially all of the Company's trade receivables are due from retailers and distributors located throughout Asia, Canada, Europe, Latin America and the United States. Approximately 21%, 23% and 19% of

the Company's consolidated net sales in 2010, 2009 and 2008, respectively, were to a single customer who purchased product from the Company's three primary business segments: Outdoor Solutions, Consumer Solutions and Branded Consumables.

Cash and Cash Equivalents

The Company considers highly liquid investments purchased with an original maturity of three months or less to be cash equivalents.

Accounts Receivable

The Company provides credit, in the normal course of business, to its customers. The Company maintains an allowance for doubtful customer accounts for estimated losses that may result from the inability of the Company's customers to make required payments. That estimate is based on a variety of factors, including historical collection experience, current economic and market conditions, and a review of the current status of each customer's trade accounts receivable. The Company charges actual losses when incurred to this allowance.

Leasehold Improvements

Leasehold improvements are recorded at cost less accumulated amortization. Improvements are amortized over the shorter of the remaining lease term (and any renewal period if such a renewal is reasonably assured at inception) or the estimated useful lives of the assets.

Property, Plant and Equipment

Property, plant and equipment are recorded at cost less accumulated depreciation. Maintenance and repair costs are charged to expense as incurred, and expenditures that extend the useful lives of assets are capitalized. The Company reviews property, plant and equipment for impairment whenever events or circumstances indicate that carrying amounts may not be recoverable through future undiscounted cash flows. If the Company concludes that impairment exists, the carrying amount is reduced to fair value.

The Company provides for depreciation primarily using the straight-line method in amounts that allocate the cost of property, plant and equipment over the following ranges of useful lives:

Buildings and improvements	5 to 45 years
Machinery, equipment and tooling (includes capitalized software)	3 to 25 years
Furniture and fixtures	3 to 10 years

Land is not depreciated.

Goodwill and Intangible Assets

Goodwill and certain intangibles (primarily trademarks and tradenames) are not amortized; however, they are subject to evaluation for impairment using a fair value based test. This evaluation is performed annually, during the fourth quarter or more frequently if facts and circumstances warrant. The fair value based test for goodwill is a two-step test. The first step involves comparing the fair value of each of its reporting units to the carrying value of those reporting units. If the carrying value of a reporting unit exceeds the fair value of the reporting unit, the Company is required to proceed to the second step. In the second step, the fair value of the reporting unit would be allocated to the assets (including unrecognized intangibles) and liabilities of the reporting unit, with any residual representing the implied fair value of goodwill. An impairment loss would be recognized if, and to the extent that, the carrying value of goodwill exceeded the implied value. During 2010, 2009 and 2008, the Company recorded impairment charges of $19.7, $22.9 and $283, respectively, for goodwill and intangibles (see Note 6).

Amortization

Deferred debt issue costs are amortized over the term of the related debt. Identifiable intangible assets are recognized apart from goodwill and are amortized over their estimated, useful lives, except for identifiable intangible assets with indefinite lives, which are not amortized.

Revenue Recognition

The Company recognizes revenues at the time of product shipment or delivery, depending upon when title and risk of loss passes, to unaffiliated customers, and when all of the following have occurred: a firm sales agreement is in place, pricing is fixed or determinable and collection is reasonably assured and title and risk of loss has passed. Revenue is recognized as the net amount estimated to be received after deducting estimated amounts for product returns, discounts and allowances. The Company estimates future product returns, discounts and allowances based upon historical return rates and its reasonable judgment.

Cost of Sales

The Company's cost of sales includes the costs of raw materials and finished goods purchases, manufacturing costs and warehouse and distribution costs.

Advertising Costs

Advertising costs consist primarily of ad demo, media placement and promotions, and are expensed as incurred. The amounts charged to advertising and included in SG&A in the consolidated statements of operations for 2010, 2009 and 2008 were $129, $108 and $124, respectively.

Product Warranty Costs

The Company recognizes warranty costs based on an estimate of amounts required to meet future warranty obligations arising as a cost of the sale of its products. The Company accrues an estimated liability at the time of a product sale based on historical claim rates applied to current period sales, as well as any information applicable to current product sales that may indicate a deviation from such historical claim rate trends. Warranty reserves are included within "Other current liabilities" and "Other non-current liabilities" in the Company's consolidated balance sheets.

Sales Incentives and Trade Promotion Allowances

The Company offers various sales incentives and promotional programs to its reseller customers from time to time in the normal course of business. These incentives and promotions typically include arrangements known as slotting fees, cooperative advertising and buydowns. These arrangements are recorded as a reduction to net sales in the Company's consolidated statements of operations.

Income Taxes

Deferred taxes are provided for differences between the financial statement and tax basis of assets and liabilities using enacted tax rates. The Company established a valuation allowance against a portion of the net tax benefit associated with all carryforwards and temporary differences in a prior year, as it was more likely than not that these would not be fully utilized in the available carryforward period. A portion of this valuation allowance remained as of December 31, 2010 and 2009 (see Note 12).

Components of accumulated other comprehensive income (loss) ("AOCI") are presented net of tax at the applicable statutory rates and are primarily generated domestically.

Disclosures about Fair Value of Financial Instruments and Credit Risk

The carrying values of cash and cash equivalents, accounts receivable, accounts payable and accrued liabilities approximate their fair market values due to the short-term maturities of these instruments. The fair market value of the Company's 8% senior notes due 2016, the 6 1/8% senior notes due 2022, the 7 1/2% senior subordinated notes due 2017 and the 7 1/2% senior subordinated notes due 2020 are based upon quoted market prices. The fair market value of the Company's other long-term debt was estimated using interest rates currently available to the Company for debt with similar terms and maturities (see Note 9).

Unless otherwise disclosed in the notes to the consolidated financial statements, the estimated fair value of financial assets and liabilities approximates carrying value.

Financial instruments that potentially subject the Company to credit risk consist primarily of trade receivables and interest-bearing investments. Trade receivable credit risk is limited due to the diversity of the Company's customers and the Company's ongoing credit review procedures. Collateral for trade receivables is generally not required. The Company places its interest-bearing cash equivalents with major financial institutions.

The Company is exposed to credit loss in the event of non-performance by the counterparties to its derivative financial instruments, all of which are highly rated financial institutions; however, the Company does not anticipate non-performance by such counterparties.

Derivative Financial Instruments

The Company manages its fixed and floating rate debt mix using interest rate swaps. The Company uses fixed and floating rate swaps to alter its exposure to the impact of changing interest rates on its consolidated results of operations and future cash outflows for interest. Floating rate swaps are used, depending on market conditions, to convert the fixed rates of long-term debt into short-term variable rates. Fixed rate swaps are used to reduce the Company's risk of the possibility of increased interest costs. Interest rate swap contracts are therefore used by the Company to separate interest rate risk management from the debt funding decision.

The Company uses forward foreign currency contracts ("foreign currency contracts") to mitigate the foreign currency exchange rate exposure on the cash flows related to forecasted inventory purchases and sales. The derivatives used to hedge these forecasted transactions that meet the criteria for hedge accounting are accounted for as cash flow hedges. The effective portion of the gains or losses on these derivatives are deferred as a component of AOCI and are recognized in earnings at the same time that the hedged item affects earnings and are included in the same caption in the statement of income as the underlying hedged item.

The Company enters into commodity-based derivatives in order to mitigate the impact that the rising price of these commodities has on the cost of certain of the Company's raw materials. These derivatives provide the Company with maximum cost certainty, and in certain instances allow the Company to benefit should the cost of the commodity fall below certain dollar levels.

Fair Value Measurements

GAAP defines three levels of inputs that may be used to measure fair value and requires that the assets or liabilities carried at fair value be disclosed by the input level under which they were valued. The input levels are defined as follows:

Level 1: Quoted market prices in active markets for identical assets and liabilities.

Level 2: Observable inputs other than defined in Level 1, such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3: Unobservable inputs that are not corroborated by observable market data.

The following table summarizes assets and liabilities that are measured at fair value on a recurring basis at December 31, 2010 and 2009:

	2010		
	Fair Value Asset (Liability)		
(in millions)	Level 1	Level 2	Total
Derivatives:			
Assets	$ —	$ 0.1	$ 0.1
Liabilities	—	(34.5)	(34.5)
Available-for-sale securities	19.1	—	19.1

	2009		
	Fair Value Asset (Liability)		
(in millions)	Level 1	Level 2	Total
Derivatives:			
Assets	$ —	$ 0.1	$ 0.1
Liabilities	—	(40.1)	(40.1)
Available-for-sale securities	18.9	—	18.9

Derivative assets and liabilities relate to interest rate swaps, foreign currency contracts and commodity contracts. Fair values are determined by the Company using market prices obtained from independent brokers or determined using valuation models that use as their basis readily observable market data that is actively quoted and can be validated through external sources, including independent pricing services, brokers and market transactions. Available-for-sale securities are valued based on quoted market prices in actively traded markets.

The following table summarizes the assets that are measured at Level 3 fair value on a non-recurring basis at December 31, 2010 and 2009:

(in millions)	2010	2009
Goodwill	$6.4	$23.7
Intangible assets	3.6	30.9

At December 31, 2010 and 2009, goodwill of certain reporting units and certain intangible assets are recorded at fair value based upon the Company's impairment testing and as circumstances require.

The Company's goodwill and indefinite-lived intangibles are fair valued using discounted cash flows and market multiple methods. Goodwill impairment testing requires significant use of judgment and assumptions including the identification of reporting units; the assignment of assets and liabilities to reporting units; and the estimation of future cash flows, business growth rates, terminal values and discount rates. The testing of indefinite-lived intangibles under established guidelines for impairment also requires significant use of judgment and assumptions, such as the estimation of cash flow projections, terminal values and discount rates.

Stock-Based Compensation

The Company estimates the fair value of share-based awards on the date of grant, which is generally the date the award is approved by the Board of Directors of the Company (the "Board") or committee thereof. The fair value of stock options is determined using the Black-Scholes option-pricing model. The fair value of the market-based restricted stock awards is determined using a Monte Carlo simulation embedded in a lattice model, and for all other restricted stock awards based on the closing price of the Company's common stock on the date of grant. The determination of the fair value of the Company's stock option awards and restricted stock awards is based on a variety of factors including, but not limited to, the Company's common stock price, expected stock

price volatility over the expected life of awards, and actual and projected exercise behavior (see Note 13). Additionally the Company has estimated forfeitures for share-based awards at the dates of grant based on historical experience. The forfeiture estimate is revised as necessary if actual forfeitures differ from these estimates.

The Company issues restricted share awards whose restrictions lapse upon either the passage of time (service vesting), achieving performance targets, attaining Company common stock price thresholds, or some combination of these restrictions. For those restricted share awards with only service conditions, the Company recognizes compensation cost on a straight-line basis over the explicit service period. For those restricted share awards with market conditions, the Company recognizes compensation cost on a straight-line basis over the derived service period unless the market condition is satisfied prior to the end of the derived service period. For performance only awards, the Company recognizes compensation cost on a straight-line basis over the implicit service period which represents the Company's best estimates for when the target will be achieved. If it becomes apparent the original service periods are no longer accurate, the remaining unrecognized compensation cost will be recognized over the revised remaining service periods. For restricted share awards that contain both service and market or performance vesting conditions, compensation cost is recognized over the shorter of the two conditions if only one of the conditions must be met or the longer of the two conditions if both conditions must be met.

For restricted awards that contain performance or market vesting conditions, the Company excludes these awards from diluted earning per share computations until the contingency is met as of the end of that reporting period.

Pension and Postretirement Benefit Plans

The Company records annual amounts relating to its pension and postretirement benefit plans based on calculations which include various actuarial assumptions, including discount rates, assumed rates of return, compensation increases, turnover rates and healthcare cost trend rates. The Company reviews its actuarial assumptions on an annual basis and makes modifications to the assumptions based on current rates and trends when it is deemed appropriate to do so. The effect of modifications is generally recorded or amortized over future service periods. The assumptions utilized in recording its obligations under its plans are based on its experience, market conditions and input from its actuaries and investment advisors.

Reorganization and Acquisition-Related Integration Costs

Reorganization and acquisition-related integration costs include costs associated with exit or disposal activities, including costs for employee and lease terminations, facility closings or other exit activities. Additionally, these costs include expenses directly related to integrating and reorganizing acquired businesses and include items such as employee retention costs, recruiting costs, certain moving costs and certain duplicative costs during integration and asset impairments.

2. New Accounting Guidance and Adoption of New Accounting Guidance

New Accounting Guidance

In October 2009, the FASB issued ASU 2009-13, which requires companies to allocate revenue in multiple-element arrangements based on an element's estimated selling price if vendor-specific or other third-party evidence of value is not available. ASU 2009-13 is effective for fiscal years beginning on or after June 15, 2010, with earlier application permitted. The Company does not expect the provisions of ASU 2009-13 to have a material effect on the consolidated financial position, results of operations or cash flows of the Company.

Adoption of New Accounting Guidance

In January 2010, the FASB issued ASU 2010-06, which requires companies to provide additional disclosures related to transfers in and out of Level 1 and Level 2 and in the reconciliation of Level 3 fair value measurements. ASU 2010-06 is effective for interim and annual reporting periods beginning on or after December 15, 2009, except for the disclosures related to the reconciliation of Level 3 fair value measurements, which will be effective for fiscal years beginning on or after December 15, 2010, and for interim periods within those fiscal years. Since ASU 2010-06 requires only additional disclosures, the adoption of ASU 2010-06 did not affect the consolidated financial position, results of operations or cash flows of the Company.

In June 2009, the FASB issued authoritative accounting guidance ("Guidance") that in part, amends derecognition guidance for transfers of financial assets, eliminates the exemption from consolidation for qualifying special-purpose entities and requires additional disclosures. This Guidance is effective for financial asset transfers occurring after the beginning of an entity's first fiscal year that begins after November 15, 2009. The adoption of the provisions of this Guidance did not have a material impact on the consolidated financial position, results of operations or cash flows of the Company.

In June 2009, the FASB issued Guidance that amends the consolidation guidance applicable to variable interest entities. The provisions of this Guidance require entities to perform an analysis to determine whether the enterprise's variable interest or interests give it a controlling financial interest in a variable interest entity. The Guidance also requires an enterprise to assess on an ongoing basis to determine whether it is a primary beneficiary or has an implicit responsibility to ensure that a variable interest entity operates as designed. This Guidance is effective as of the beginning of the first fiscal year that begins after November 15, 2009 and will be effective for the Company beginning in 2010. In January 2010, the FASB indefinitely deferred certain consolidation provisions of this Guidance. The adoption of the provisions of this Guidance did not have a material impact on the consolidated financial position, results of operations or cash flows of the Company.

In June 2009, the FASB confirmed that the FASB Accounting Standards Codification (the "Codification") will become the single official source of authoritative GAAP (other than guidance issued by the SEC) for all non-governmental entities. The Codification, which changes the referencing of financial standards, supersedes current authoritative guidance and is effective for interim or annual financial periods ending after September 15, 2009. The Codification is not intended to change or alter existing GAAP and did not result in a change in accounting practice for the Company.

In May 2009, the FASB issued Guidance that establishes general standards of accounting for and disclosures of subsequent events that occurred after the balance sheet date but prior to the issuance of financial statements. This Guidance is effective for financial statements issued for interim or fiscal years ending after September 15, 2009. The adoption of this Guidance, effective September 30, 2009, did not affect the consolidated financial position, results of operations or cash flows of the Company.

In April 2009, the FASB issued Guidance that requires publicly-traded companies to provide disclosures on the fair value of financial instruments in interim financial statements. Since this Guidance requires only additional disclosures concerning the financial instruments, the adoption of this Guidance effective September 30, 2009, did not affect the consolidated financial position, results of operations or cash flows of the Company.

In December 2008, the FASB issued Guidance that requires expanded fair value disclosures of benefit plan assets ("plan assets") on an annual basis. The Company would be required to separate plan assets into the three fair value hierarchy levels and provide a rollforward of the changes in fair value of plan assets classified as Level 3. The disclosures about plan assets required by this Guidance are effective for fiscal years ending after December 15, 2009. Since this Guidance requires only additional disclosures concerning plan assets (see Note 15 for disclosures related to the adoption of this Guidance), the adoption of this Guidance did not affect the consolidated financial position, results of operations or cash flows of the Company.

In December 2007, the FASB issued revised Guidance that significantly changed the financial accounting and reporting for business combinations. The provisions of this Guidance, in part, include requirements to recognize, with certain exceptions, 100% of the fair values of assets acquired, liabilities assumed, and noncontrolling interests in acquisitions of less than a 100% controlling interest when the acquisition constitutes a change in control of the acquired entity; measure acquirer shares issued in consideration for a business combination at fair value on the acquisition date; recognize contingent consideration arrangements at their acquisition-date fair values, with subsequent changes in fair value generally reflected in earnings; expense, as incurred, acquisition-related transaction costs; capitalize acquisition-related restructuring costs only if the appropriate accounting criteria are met as of the acquisition date; and recognize changes that result from a business combination transaction in an acquirer's existing income tax valuation allowances and tax uncertainty accruals as adjustments to income tax expense. This Guidance also requires any adjustments related to pre-existing tax contingencies for prior acquisitions to be recorded in the income statement. This Guidance was effective for the Company for business combination transactions occurring after December 31, 2008. The adoption of the provisions of this Guidance, effective January 1, 2009, did not have a material effect on the consolidated financial position, results of operations or cash flows of the Company (see Note 3 for disclosures related to the adoption of this Guidance).

3. Acquisitions

On April 1, 2010, the Company acquired the Mapa Spontex Baby Care and Home Care businesses ("Mapa Spontex") of Total S.A. ("Total"), through the acquisition of certain of Total's subsidiaries for a Euro purchase price of approximately €200 (approximately $275), subject to certain adjustments (the "Acquisition"). The total value of the transaction, including debt assumed and or repaid, was approximately €305 (approximately $415). Mapa Spontex is a global manufacturer and distributor of primarily baby care and home care products with leading market positions in Argentina, Brazil and Europe in the core categories it serves. Its baby care portfolio includes feeding bottles, soothers, teats and other infant accessories sold primarily under the Fiona®, First Essentials®, Lillo®, NUK® and Tigex® brands; and health care products, including condoms sold under the Billy Boy® brand. Its home care portfolio includes sponges, rubber gloves and related cleaning products for industrial, professional and retail uses sold primarily under the Mapa® and Spontex® brands. The Acquisition is expected to expand the Company's product offerings and distribution channels into new, attractive categories and further diversify revenue streams and increase the Company's international presence. The Acquisition is consistent with the Company's strategy of purchasing leading, niche consumer-oriented brands with attractive cash flows and strong management. Mapa Spontex is reported in the Company's Branded Consumables segment and is included in the Company's results of operations from April 1, 2010 (the "Acquisition Date").

Based on the Company's independent valuation of Mapa Spontex, the Company allocated the total purchase price, net of cash acquired, to the identifiable tangible and intangible assets acquired and liabilities assumed based on their estimated fair values on the Acquisition Date. Based on the purchase price allocation, net of cash acquired, the Company allocated approximately $9 of the purchase price to identified tangible net assets and approximately $107 of the purchase price to identified intangible assets. The Company recorded the excess of the purchase price over the aggregate fair values of approximately $129 as goodwill.

In addition, the Company completed three tuck-in acquisitions during 2010. On October 1, 2010, the Company acquired Aero Products International, Inc. ("Aero"), a leading provider of premium, air-filled mattresses under brand names including Aero®, Aerobed® and Aero Sport®. The acquisition of Aero is expected to expand distribution channels, as well as expand the Company's current Coleman product offerings of indoor and outdoor air beds and accessories. Aero is reported in the Company's Outdoor Solutions segment and is included in the Company's results of operations from October 1, 2010. On December 17, 2010, the Company acquired Quickie Manufacturing Corporation ("Quickie"), a leading supplier and distributor of innovative cleaning tools and supplies. Quickie designs, manufactures and distributes cleaning products including mops, brooms, dusters, dust pans, brushes, buckets and other supplies, for traditional in-home use, as well as

commercial and contractor-grade applications sold primarily under the leading brands Quickie Original®, Quickie Home-Pro®, Quickie Professional®, Quickie Microban® and Quickie Green Cleaning®. The Quickie acquisition complements the Mapa Spontex acquisition by combining Quickie's leading domestic position in household stick and smallware cleaning supplies with Mapa Spontex's leading international position in gloves and sponges and provides the Company with a complete product line in conventional cleaning supplies to offer our retailers both domestically and internationally. Quickie is reported in the Company's Branded Consumables segment and is included in the Company's results of operations from December 17, 2010.

The combined cash purchase price, net of cash acquired, for the Aero and Quickie acquisitions was approximately $270, subject to certain adjustments. Based on the Company's preliminary independent valuations for Aero and Quickie, which are subject to further refinement, the Company allocated the total purchase price for these acquisitions, net of cash acquired, to the identifiable tangible and intangible assets acquired and liabilities assumed based on their estimated fair values on the respective acquisition dates. Based on these purchase price allocations, the Company allocated approximately $6 of the purchase price to identified tangible net liabilities and approximately $159 of the purchase price to identified intangible assets. The Company recorded the excess of the purchase price over the aggregate fair values of approximately $121 as goodwill.

Additionally, during 2010, the Company completed another tuck-in acquisition. All three tuck-in acquisitions were complementary to the Company's core businesses and from an accounting standpoint were not significant.

For 2010, cost of sales includes a $27.4 charge for the purchase accounting adjustment for the elimination of manufacturer's profit in inventory related to these acquisitions.

For 2010, SG&A includes approximately $23 in transaction costs related to these acquisitions.

2009 Activity

During 2009, the Company completed three tuck-in acquisitions that by nature are complementary to the Company's core businesses and from an accounting standpoint were not significant.

2008 Activity

The Company did not complete any acquisitions in 2008.

4. Inventories

Inventories are stated at the lower-of-cost-or-market with cost being determined principally by the first-in, first-out method ("FIFO"), and are comprised of the following at December 31, 2010 and 2009:

(in millions)	2010	2009
Raw materials and supplies	$ 231.8	$190.5
Work-in-process	90.8	64.6
Finished goods	972.0	719.0
Total inventories	$1,294.6	$974.1

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5. Property, Plant and Equipment

Property, plant and equipment, net, is comprised of the following at December 31, 2010 and 2009:

(in millions)	2010	2009
Land	$ 49.6	$ 37.6
Buildings	291.6	226.5
Machinery and equipment	973.9	780.5
	1,315.1	1,044.6
Less: Accumulated depreciation	(656.2)	(538.9)
Total property, plant and equipment, net	$ 658.9	$ 505.7

Depreciation of property, plant and equipment for 2010, 2009 and 2008 was $127, $114 and $104, respectively.

6. Goodwill and Intangibles

Goodwill activity for 2010 and 2009 is as follows:

					December 31, 2010		
(in millions)	Net Book Value at December 31, 2009	Additions	Impairment Charge	Foreign Exchange and Other Adjustments	Gross Carrying Amount	Accumulated Impairment Charges	Net Book Value
Goodwill							
Outdoor Solutions	$ 660.6	$ 23.4	$ —	$ —	$ 702.5	$ (18.5)	$ 684.0
Consumer Solutions	491.5	—	—	1.1	492.6	—	492.6
Branded Consumables	344.8	226.4	(17.3)	0.4	738.2	(183.9)	554.3
Process Solutions	21.5	—	—	—	21.5	—	21.5
	$ 1,518.4	$ 249.8	$ (17.3)	$ 1.5	$1,954.8	$ (202.4)	$1,752.4

					December 31, 2009		
(in millions)	Net Book Value at December 31, 2008	Additions	Impairment Charge	Foreign Exchange and Other Adjustments	Gross Carrying Amount	Accumulated Impairment Charges	Net Book Value
Goodwill							
Outdoor Solutions	$ 625.6	$ 11.7	$ —	$ 23.3	$ 679.1	$ (18.5)	$ 660.6
Consumer Solutions	481.1	6.9	—	3.5	491.5	—	491.5
Branded Consumables	347.8	6.9	(12.8)	2.9	511.4	(166.6)	344.8
Process Solutions	21.6	—	—	(0.1)	21.5	—	21.5
	$ 1,476.1	$ 25.5	$ (12.8)	$ 29.6	$1,703.5	$ (185.1)	$1,518.4

During the second quarter of 2010, the Company recorded a non-cash charge of $17.3 to reflect impairment of goodwill in the Company's Branded Consumables segment. The impairment was due to a decrease in the fair value of forecasted cash flows, reflecting the deterioration of revenues and margins in this segment's Arts and Crafts business due to a decline in 2010 of forecasted sales to a major customer.

In the fourth quarter of 2009, the Company's impairment test resulted in a non-cash charge of $12.8 to reflect impairment of goodwill in the Company's Branded Consumables segment. The impairment charge was recorded within the Arts and Crafts business unit. The impairment was due to a decrease in the fair value of forecasted cash flows, reflecting the deterioration of revenues and margins in the business.

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In the fourth quarter of 2008, the Company's annual impairment test resulted in a non-cash charge of $172 to reflect impairment of goodwill in the Company's Branded Consumables and Outdoor Solutions segments. In the Branded Consumables segment, the impairment charge was recorded within the Firelog, Lehigh and United States Playing Cards business units. In the Outdoor Solutions segment, the impairment charge was recorded within the Apparel and Footwear reporting unit. The impairment for these reporting units was due to a decrease in the fair value of forecasted cash flows, reflecting the continued deterioration of macroeconomic conditions, which accelerated and became apparent during the fourth quarter of 2008 (hereafter referred to as "continued deterioration of macroeconomic conditions").

Intangibles activity for 2010 and 2009 is as follows:

(in millions)	Gross Carrying Amount at December 31, 2009	Additions	Impairment Charge	Accumulated Amortization and Foreign Exchange	Net Book Value at December 31, 2010	Amortization Periods (years)
Intangibles						
Patents	$ 7.2	$ —	$ —	$ (1.7)	$ 5.5	12-30
Non-compete agreements	3.7	—	—	(3.6)	0.1	1-5
Manufacturing process and expertise	30.9	11.2	—	(28.5)	13.6	3-7
Brand names	3.2	15.1	—	(0.9)	17.4	4-10
Customer relationships and distributor channels	151.7	101.9	—	(31.4)	222.2	10-35
Trademarks and tradenames	781.0	146.8	(2.4)	(1.6)	923.8	indefinite
	$ 977.7	$ 275.0	$ (2.4)	$ (67.7)	$ 1,182.6	

(in millions)	Gross Carrying Amount at December 31, 2008	Additions	Impairment Charge	Accumulated Amortization and Foreign Exchange	Net Book Value at December 31, 2009	Amortization Periods (years)
Intangibles						
Patents	$ 5.6	$ 1.6	$ —	$ (1.1)	$ 6.1	12-30
Non-compete agreements	1.7	2.0		(2.7)	1.0	1-5
Manufacturing process and expertise	30.9	—	—	(22.4)	8.5	3-7
Brand names	1.9	1.3	—	(0.8)	2.4	4-10
Customer relationships and distributor channels	143.9	7.8	—	(23.7)	128.0	10-25
Trademarks and tradenames	787.2	3.9	(10.1)	(0.2)	780.8	indefinite
	$ 971.2	$ 16.6	$ (10.1)	$ (50.9)	$ 926.8	

Impairment charges for 2010, 2009 and 2008 were allocated to the Company's reporting segments as follows:

(in millions)	2010	2009	2008
Impairment of intangibles			
Outdoor Solutions	$0.7	$ 0.8	$ 11.7
Consumer Solutions	0.7	—	76.3
Branded Consumables	1.0	9.3	22.9
	$2.4	$10.1	$110.9

Impairments—2010

During the second quarter of 2010, the Company recorded a non-cash charge of $1.0 within the Branded Consumables segment to reflect the impairment of certain tradenames within this segment's Arts and Crafts business. The impairment was due to a decrease in the fair value of forecasted cash flows, reflecting the deterioration of revenues and margins in the business due to a decline in 2010 of forecasted sales to a major customer. The remainder of the impairment charges to tradenames during 2010, are primarily due to a decline in forecasted revenues.

Impairments—2009

In the fourth quarter of 2009, the Company's impairment test resulted in a non-cash charge of $10.1 to reflect impairment of intangible assets related to certain of the Company's tradenames. In the Outdoor Solutions segment, the impairment charge recorded relates primarily to certain tradenames within this segment's snow sports business, primarily a result of the abandonment of a minor tradename. In the Branded Consumables segment, the impairment charge recorded relates to certain tradenames associated with this segment's Firelog and Safety and Security businesses. The impairment within the Branded Consumables segment was due to a decrease in the fair value of forecasted cash flows, resulting from the deterioration of revenues and margins related to these tradenames.

Impairments—2008

In the fourth quarter of 2008, the Company's impairment test resulted in a non-cash charge of $111 to reflect impairment of intangible assets related to certain of the Company's tradenames. In the Outdoor Solutions segment, the impairment charge recorded relates primarily to certain tradenames within this segment's snow sports and paintball businesses. The impairment within the Outdoor Solutions segment was due to an overall decline in the paintball market, as well as a decrease in the fair value of forecasted cash flows, resulting from the impact that the continued deterioration of macroeconomic conditions has on such cash flows. In the Consumer Solutions segment, the impairment charge recorded relates to certain tradenames within this segment's small kitchen and household appliance businesses. The impairment within the Consumer Solutions segment is primarily due to: the Company's decision to strategically realign certain brand names; increased competition in certain markets; and the impact of the continued deterioration of macroeconomic conditions. In the Branded Consumables segment the impairment charge recorded relates to certain tradenames associated with this segment's Firelog, Lehigh and United States Playing Cards businesses. The impairment within the Branded Consumables segment was due to a decrease in the fair value of forecasted cash flows, resulting from the impact that the continued deterioration of macroeconomic conditions has on such cash flows.

The estimated future amortization expense related to amortizable intangible assets at December 31, 2010 is as follows:

Years Ending December 31,	Amount (in millions)
2011	$ 18.6
2012	16.8
2013	15.9
2014	14.7
2015	14.1
Thereafter	178.7

Amortization of intangibles for 2010, 2009 and 2008 was $16.0, $16.7 and $16.0, respectively. At December 31, 2010, approximately $1.9 billion of the goodwill and other intangible assets recorded by the Company is not deductible for income tax purposes.

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7. Other Current Liabilities

Other current liabilities are comprised of the following at December 31, 2010 and 2009:

(in millions)	2010	2009
Cooperative advertising, customer rebates and allowances	$ 88.6	$ 81.9
Warranty and product liability reserves	111.4	98.6
Accrued environmental and other litigation	20.8	15.1
Deferred consideration for acquisitions	8.1	37.6
Other	232.3	151.4
Total other current liabilities	$461.2	$384.6

8. Warranty Reserve

Warranty reserve activity for 2010 and 2009 is as follows:

(in millions)	2010	2009
Warranty reserve at January 1,	$ 85.5	$ 78.2
Acquisitions and other adjustments	5.2	1.6
Provision for warranties issued	124.7	143.9
Warranty claims paid	(129.4)	(138.2)
Warranty reserve at December 31,	$ 86.0	$ 85.5
Allocation in the consolidated balance sheets:		
Other current liabilities	$ 75.3	$ 74.2
Other non-current liabilities	10.7	11.3
	$ 86.0	$ 85.5

9. Debt

Debt is comprised of the following at December 31, 2010 and 2009:

(in millions)	2010	2009
Senior Secured Credit Facility Term Loans	$1,059.8	$1,320.7
8% Senior Notes due 2016(1)	293.6	292.7
6 1/8% Senior Notes due 2022(1)	300.0	—
7 1/2% Senior Subordinated Notes due 2017(2)	639.8	650.0
7 1/2% Senior Subordinated Notes due 2020(2)	470.2	—
Securitization Facility due 2013	300.0	250.0
Revolving Credit Facility	—	—
2% Subordinated Note due 2012	98.4	97.2
Non-U.S. borrowings	62.0	42.8
Other	16.8	12.8
Total debt(3)	3,240.6	2,666.2
Less: current portion	(434.6)	(520.3)
Total long-term debt	$2,806.0	$2,145.9

(1) Collectively, the "Senior Notes."
(2) Collectively, the "Senior Subordinated Notes."
(3) At December 31, 2010 and 2009, the fair market value of total debt was approximately $3,330 and $2,675, respectively.

Senior Notes and Senior Subordinated Notes

In November 2010, the Company completed a registered public offering for $300 aggregate principal amount of 6 1/8% senior notes due 2022 and received approximately $294 in net proceeds. The net proceeds will be used for general corporate purposes. Beginning in November 2015, the Company may redeem all or part of these 6 1/8% senior notes due 2022 at specified redemption prices ranging from approximately 100% to 103% of the principal amount, plus accrued and unpaid interest to the date of redemption.

In January 2010, the Company completed a registered public offering for $492 aggregate principal amount of 7 1/2% senior subordinated notes due 2020 and received approximately $476 in net proceeds. The offering consisted of two tranches: a U.S. dollar tranche with aggregate principal amount of $275 and a Euro dollar tranche with aggregate principal amount of €150 or approximately $217. The Company used the net proceeds to repay $250 of the senior secured credit facility term loans, with the balance used for general corporate purposes. Beginning in January 2015, the Company may redeem all or part of these 7 1/2% senior subordinated notes due 2020 at specified redemption prices ranging from approximately 100% to 104% of the principal amount, plus accrued and unpaid interest to the date of redemption. These notes are subject to similar restrictive and financial covenants as the Company's existing senior notes and senior subordinated notes.

In September 2010, the Company designated its Euro-denominated 7 1/2% senior subordinated notes due 2020, with an aggregate principal balance of €150 (the "Hedging Instrument"), as a net investment hedge of the foreign currency exposure of its net investment in certain Euro-denominated subsidiaries. Foreign currency gains and losses on the Hedging Instrument are recorded as an adjustment to AOCI. See Note 10 for disclosures regarding the Company's derivative financial instruments.

In April 2009, the Company completed a registered public offering for $300 aggregate principal amount of 8% senior notes due 2016 and received approximately $283 in net proceeds. These net proceeds were used to prepay approximately $283 of the outstanding principal on the Company's term loans under its senior secured credit facility (the "Facility"). Beginning in May 2013, the Company may redeem all or part of these senior notes due 2016 at specified redemption prices ranging from approximately 100% to 104% of the principal amount, plus accrued and unpaid interest to the date of redemption.

The subordinated note due 2012 (the "Note") bears annual interest at 2.0% and is payable monthly. The Note is not prepayable at the Company's option. The holder of the Note has the option to require redemption of the Note if the closing price of Jarden's common stock exceeds $45.32 (subject to adjustment as provided therein) per share for a period of three consecutive trading days.

Senior Secured Credit Facility

At December 31, 2010, the Facility consists of term loans, with payments due through 2015 that bear interest based on three-month LIBOR plus an applicable margin and a revolving credit facility which matures in 2015 and bears interest at LIBOR or Prime Rate, plus an applicable margin. At December 31, 2010, the annual commitment fee on unused balances was 0.375%. The weighted average interest rate on the Facility was approximately 3.4% at December 31, 2010.

In August 2010, the Company entered into an amendment to the Facility that, in part, extended the maturity date of approximately $364 principal amount of existing term loans from January 2012 to January 2015 through the creation of a new Term B5 tranche of the Facility and increased the gross availability of the existing revolving credit facility from $100 to $150; and extended the maturity date of the revolving credit facility until January 2015. The Term B5 loans bear interest of LIBOR plus 3.25%.

Securitization Facility

The Company maintains a receivables purchase agreement (the "Securitization Facility") that bears interest at a margin over the commercial paper rate. Under the Securitization Facility, substantially all of the Company's

Outdoor Solutions, Consumer Solutions and Branded Consumables domestic accounts receivable are sold to a special purpose entity, Jarden Receivables, LLC ("JRLLC"), which is a wholly-owned consolidated subsidiary of the Company. JRLLC funds these purchases with borrowings under a loan agreement, secured by the accounts receivable. There is no recourse to the Company for the unpaid portion of any loans under this loan agreement. To the extent there is availability, the Securitization Facility will be drawn upon and repaid as needed to fund general corporate purposes. At December 31, 2010, the Securitization Facility had outstanding borrowings totaling $300. In July 2010, the Company entered into an amendment to the Securitization Facility that increased maximum borrowings from $250 to $300 and extended the term for three years until July 2013. Following the renewal, the borrowing rate margin is 2.0% and the unused line fee is 0.95% per annum.

Non-U.S. Borrowings

As of December 31, 2010 and 2009, non-U.S. borrowings consisted of the foreign senior debt (the "Foreign Debt") of $26.5 and $25.5, respectively; and amounts borrowed under various foreign credit lines and facilities totaling $35.5 and $17.3, respectively. Certain of these foreign credit lines are secured by certain non-U.S. subsidiaries' inventory and/or accounts receivable.

Debt Covenants

The Senior Notes and Senior Subordinated Notes are subject to a number of restrictive covenants that, in part, limit the ability of the Company and certain of its subsidiaries, subject to certain exceptions and qualifications, to incur additional indebtedness, to incur liens, engage in mergers and consolidations, enter into transactions with affiliates, make certain investments, transfer or sell assets, pay dividends or distributions on or repurchase the Company's common stock, prepay debt subordinate to the Senior Notes or dispose of assets.

The Facility and the Foreign Debt contain certain restrictions, subject to certain exceptions and qualifications, on the conduct of the Company and certain subsidiaries business, including, among other restrictions: incurring debt; disposing of certain assets; making investments; exceeding certain agreed upon capital expenditures; creating or suffering liens; completing certain mergers, consolidations and sales of assets and with permitted exceptions; acquisitions; declaring dividends; redeeming or prepaying other debt; and certain transactions with affiliates. The Facility and the Foreign Debt also include financial covenants that require the Company to maintain certain leverage and interest coverage ratios.

The Facility and the Foreign Debt also contain a covenant that restricts the Company and its subsidiaries from making certain "restricted payments" (any dividend or other distribution, whether in cash, securities or other property, with respect to any stock or stock equivalents of the Company or any subsidiary), except that:

- the Company may declare and make dividend payments or other distributions payable in common stock;
- the Company may repurchase shares of its own stock (provided certain financial and other conditions are met); and
- the Company may make restricted payments during any fiscal year not otherwise permitted, provided that certain applicable thresholds are met.

Each of the Facility, the Foreign Debt and the indentures related to the Senior Notes and the Senior Subordinated Notes (the "Indentures") contain cross-default provisions pursuant to which a default in respect to certain of the Company's other indebtedness could trigger a default by the Company under the Facility, the Foreign Debt and the Indentures. If the Company defaults under the covenants (including the cross-default provisions), the Company's lenders could foreclose on their security interest in the Company's assets, which may have a material adverse effect on the consolidated financial condition, results of operations or cash flows of the Company.

The Company's obligations under the Facility, the Senior Subordinated Notes and the Senior Notes are guaranteed, on a joint and several basis, by certain of its domestic subsidiaries, all of which are directly or indirectly 100% owned by the Company (see Note 19). The obligations under the Foreign Debt are generally guaranteed by the Company and certain of its foreign subsidiaries which are directly or indirectly 100% owned by the Company.

The Company's debt maturities for the five years following December 31, 2010 and thereafter are as follows:

Years Ending December 31,	Amount (in millions)
2011	$ 434.6
2012	157.5
2013	14.0
2014	697.3
2015	232.4
Thereafter	1,742.4
Total principal payments	3,278.2
Net discount and other	(37.6)
Total	$ 3,240.6

At December 31, 2010 and 2009, unamortized deferred debt issue costs were $47.6 and $33.8, respectively. These costs are included in "Other assets" on the consolidated balance sheets and are being amortized over the respective terms of the underlying debt.

10. Derivative Financial Instruments

From time to time, the Company enters into derivative transactions to hedge its exposures to interest rate, foreign currency rate and commodity price fluctuations. The Company does not enter into derivative transactions for trading purposes.

The Company manages its fixed and floating rate debt mix using interest rate swaps. The Company uses fixed and floating rate swaps to alter its exposure to the impact of changing interest rates on its consolidated results of operations and future cash outflows for interest. Floating rate swaps are used, depending on market conditions, to convert the fixed rates of long-term debt into short-term variable rates. Fixed rate swaps are used to reduce the Company's risk of the possibility of increased interest costs. Interest rate swap contracts are therefore used by the Company to separate interest rate risk management from the debt funding decision.

Fair Values Hedges

At December 31, 2010, the Company has $350 notional amount outstanding in swap agreements that exchange a fixed rate of interest for variable rate of interest (LIBOR) plus an average spread of approximately 480 basis points. These floating rate swaps, which were entered into during the fourth quarter of 2010, are designated as fair value hedges against $350 of principal on the 7 1/2% senior subordinated notes due 2017 for the remaining life of these notes. The effective portion of the fair value gains or losses on these swaps is offset by fair value adjustments in the underlying debt.

During 2010, the Company terminated $625 notional amount outstanding in swap agreements that exchange a fixed rate of interest for a variable rate of interest and received $3.1 in net proceeds. These floating rate swaps were not designated as effective hedges for accounting purposes and the fair market value gains or losses are included in the results of operations.

Cash Flow Hedges

During 2010, the Company entered into a $200 notional amount forward-starting interest rate swap, which became effective commencing December 31, 2010, that exchanges a variable rate of interest (LIBOR) for a fixed rate of interest of approximately 1.4% over the term of the agreement, which matures on December 31, 2013. Additionally, during 2010, the Company entered into a $200 notional amount forward-starting interest rate swap, that becomes effective commencing December 30, 2011, that will exchange a variable rate of interest (LIBOR) for an average fixed rate of interest of approximately 1.8% over the term of the agreement, which matures on December 31, 2013.

At December 31, 2010, the Company had $650 notional amount outstanding in swap agreements (including the $200 notional amount forward-starting swap that becomes effective commencing December 30, 2011) that exchange variable interest rates (LIBOR) for fixed interest rates over the terms of the agreements and are designated as cash flow hedges of the interest rate risk attributable to forecasted variable interest payments and have maturity dates through December 2013. At December 31, 2010, the weighted average fixed rate of interest on these swaps, excluding the forward-starting swap, was approximately 1.7%. The after-tax fair value gains or losses on the effective portion of these swaps are included as a component of AOCI.

Cross-Currency Contracts

The Company uses cross-currency swaps to hedge foreign currency risk on certain U.S. dollar-based debt of foreign subsidiaries. At December 31, 2010, the Company had a $22.4 notional amount cross-currency swap that exchanges Canadian dollars for U.S. dollars. This swap exchanges the variable interest rate bases of the U.S. dollar balance (3-month U.S. LIBOR plus a spread of 175 basis points) and the equivalent Canadian dollar balance (3-month CAD BA plus a spread of 192 basis points). This swap is designated as fair value hedge on a U.S. dollar-based term loan of a Canadian subsidiary. Changes in the fair market value of this cross-currency swap are recorded as an offset to the corresponding long-term debt.

Foreign Currency Contracts

The Company uses foreign currency contracts to mitigate the foreign currency exchange rate exposure on the cash flows related to forecasted inventory purchases and sales and have maturity dates through September 2012. The derivatives used to hedge these forecasted transactions that meet the criteria for hedge accounting are accounted for as cash flow hedges. The effective portion of the gains or losses on these derivatives is deferred as a component of AOCI and is recognized in earnings at the same time that the hedged item affects earnings and is included in the same caption in the statements of operations as the underlying hedged item. At December 31, 2010, the Company had approximately $559 notional amount of foreign currency contracts outstanding that are designated as cash flow hedges of forecasted inventory purchases and sales. For 2010, 2009 and 2008, deferred net (losses)/gains of ($10.2), $20.1 and ($7.1) respectively, were reclassified from AOCI and recognized in earnings. At December 31, 2010, the deferred net losses of $13.3 within AOCI are primarily expected to be reclassified to earnings for the year ending December 31, 2011.

At December 31, 2010, the Company had outstanding approximately $76 notional amount of foreign currency contracts that are not designated as effective hedges for accounting purposes and have maturity dates through March 2012. Fair market value gains or losses are included in the results of operations and are classified in SG&A.

In January 2010, the Company entered into foreign currency contracts to purchase €125 as a hedge against the Euro purchase price of the Acquisition (see Note 3). These foreign currency contracts, which matured on April 1, 2010, were not designated as effective hedges for accounting purposes and an $8.5 fair market value loss was recognized and included in the results of operations.

Commodity Contracts

The Company enters into commodity-based derivatives in order to mitigate the impact that the rising price of these commodities has on the cost of certain of the Company's raw materials. These commodity-based derivatives provide the Company with maximum cost certainty, and in certain instances allow the Company to benefit should the cost of the commodity fall below certain dollar levels. At December 31, 2010, the Company had outstanding $6.6 notional amount of commodity-based derivatives that are not designated as effective hedges for accounting purposes and have maturity dates through June 2011. Fair market value gains or losses are included in the results of operations and are classified in SG&A.

The following table presents the fair value of derivative financial instruments as of December 31, 2010 and December 31, 2009:

	2010 Fair Value of Derivatives		2009 Fair Value of Derivatives		Weighted Average Remaining Term (years)
(in millions)	Asset(a)	Liability(a)	Asset(a)	Liability(a)	
Derivatives designated as effective hedges:					
Cash flow hedges:					
Interest rate swaps	$ —	$ 5.3	$ —	$ 15.2	2.2
Foreign currency contracts	4.5	18.9	3.7	10.4	0.6
Fair value hedges:					
Interest rate swaps	—	10.2	—	—	6.3
Cross-currency swaps	—	4.1	—	2.8	1.1
Subtotal	4.5	38.5	3.7	28.4	
Derivatives not designated as effective hedges:					
Interest rate swaps – cash flow hedges	—	—	—	0.9	—
Interest rate swaps – fair value hedges	—	—	—	15.5	—
Foreign currency contracts	1.3	2.6	0.8	1.0	0.3
Commodity contracts	0.9	—	1.3	—	0.2
Subtotal	2.2	2.6	2.1	17.4	
Total	$ 6.7	$ 41.1	$ 5.8	$ 45.8	

(a) Consolidated balance sheet location:

Asset: Other non-current assets
Liability: Other non-current liabilities

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The following table presents gain and loss activity (on a pretax basis) for 2010 and 2009 related to derivative financial instruments designated as effective hedges:

(in millions)	2010 Gain/(Loss) Recognized in OCI(a) (effective portion)	2010 Gain/(Loss) Reclassified from AOCI to Income	2010 Gain/(Loss) Recognized in Income(b)	2009 Gain/(Loss) Recognized in OCI(a) (effective portion)	2009 Gain/(Loss) Reclassified from AOCI to Income	2009 Gain/(Loss) Recognized in Income(b)
Derivatives designated as effective hedges:						
Cash flow hedges:						
Interest rate swaps	$ 9.9	$ 1.9	$ —	$ 14.1	$ 4.8	$ —
Foreign currency contracts	(14.4)	(10.2)	(2.7)	(10.1)	20.1	(7.6)
Total	$ (4.5)	$ (8.3)	$ (2.7)	$ 4.0	$ 24.9	$ (7.6)
Location of gain/(loss) in the consolidated results of operations:						
Net sales		$ (0.7)	$ —		$ 0.2	$ —
Cost of sales		(9.5)	—		19.9	—
SG&A		—	(2.7)		—	(7.6)
Interest expense		1.9	—		4.8	—
Total		$ (8.3)	$ (2.7)		$ 24.9	$ (7.6)

(a) Represents effective portion recognized in Other Comprehensive Income (“OCI”).
(b) Represents portion excluded from effectiveness testing.

The following table presents gain and loss activity (on a pretax basis) for 2010 and 2009 related to derivative financial instruments not designated as effective hedges:

(in millions)	Gain/(Loss) Recognized in Income(a) 2010	Gain/(Loss) Recognized in Income(a) 2009
Derivatives not designated as effective hedges:		
Cash flow hedges:		
Interest rate swaps	$ 0.9	$ 1.2
Foreign currency contracts	(10.5)	0.1
Commodity contracts	1.6	7.6
Subtotal	(8.0)	8.9
Fair value hedges:		
Interest rate swaps	18.6	(10.5)
Total	$ 10.6	$ (1.6)

(a) Classified in SG&A

11. Commitments and Contingencies

Operating Leases

The Company conducts its operations in various leased facilities under leases that are classified as operating leases for financial statement purposes. Certain leases provide for payment of real estate taxes, common area maintenance, insurance and certain other expenses. Lease terms may have escalating rent provisions and rent holidays which are expensed on a straight-line basis over the term of the lease, and expire at various dates through 2025. Also, certain equipment used in Company operations is leased under operating leases.

Operating lease commitments at December 31, 2010 are as follows:

Years Ending December 31,	Amount (in millions)
2011	$ 65.3
2012	57.0
2013	48.5
2014	41.2
2015	36.2
Thereafter	87.2
Total	$ 335.4

The fixed operating lease commitments detailed above assume that the Company continues the leases through their initial lease terms. Rent expense, including equipment rentals, was $96.0, $88.0 and $82.9 for 2010, 2009 and 2008, respectively.

Contingencies

The Company is involved in various legal disputes and other legal proceedings that arise from time to time in the ordinary course of business. In addition, the Company or certain of its subsidiaries have been identified by the United States Environmental Protection Agency (“EPA”) or a state environmental agency as a Potentially Responsible Party (“PRP”) pursuant to the federal Superfund Act and/or state Superfund laws comparable to the federal law at various sites. Based on currently available information, the Company does not believe that the disposition of any of the legal or environmental disputes the Company or its subsidiaries are currently involved in will have a material adverse effect upon the Company’s consolidated financial condition, results of operations or cash flows. It is possible that, as additional information becomes available, the impact on the Company of an adverse determination could have a different effect.

Environmental

The Company’s operations are subject to certain federal, state, local and foreign environmental laws and regulations in addition to laws and regulations regarding labeling and packaging of products and the sales of products containing certain environmentally sensitive materials.

In addition to ongoing environmental compliance at its operations, the Company also is actively engaged in environmental remediation activities, the majority of which relate to divested operations and sites. Various of the Company’s subsidiaries have been identified by the EPA or a state environmental agency as a PRP pursuant to the federal Superfund Act and/or state Superfund laws comparable to the federal law at various sites (collectively, the “Environmental Sites”). The Company has established reserves to cover the anticipated probable costs of investigation and remediation, based upon periodic reviews of all sites for which they have, or may have, remediation responsibility. The Company accrues environmental investigation and remediation costs when it is probable that a liability has been incurred, the amount of the liability can be reasonably estimated and

their responsibility for the liability is established. Generally, the timing of these accruals coincides with the earlier of formal commitment to an investigation plan, completion of a feasibility study or a commitment to a formal plan of action. The Company accrues its best estimate of investigation and remediation costs based upon facts known at such dates, and because of the inherent difficulties in estimating the ultimate amount of environmental costs, which are further described below, these estimates may materially change in the future as a result of the uncertainties described below. Estimated costs, which are based upon experience with similar sites and technical evaluations, are judgmental in nature and are recorded at discounted amounts without considering the impact of inflation and are adjusted periodically to reflect changes in applicable laws or regulations, changes in available technologies and receipt by the Company of new information. It is difficult to estimate the ultimate level of future environmental expenditures due to a number of uncertainties surrounding environmental liabilities. These uncertainties include the applicability of laws and regulations, changes in environmental remediation requirements, the enactment of additional regulations, uncertainties surrounding remediation procedures including the development of new technology, the identification of new sites for which various of the Company's subsidiaries could be a PRP, information relating to the exact nature and extent of the contamination at each Environmental Site and the extent of required cleanup efforts, the uncertainties with respect to the ultimate outcome of issues which may be actively contested and the varying costs of alternative remediation strategies.

Due to the uncertainty described above, the Company's ultimate future liability with respect to sites at which remediation has not been completed may vary from the amounts reserved as of December 31, 2010.

The Company believes that the costs of completing environmental remediation of all sites for which the Company has a remediation responsibility have been adequately reserved and that the ultimate resolution of these matters will not have a material adverse effect on the consolidated financial position, results of operations or cash flows of the Company.

Litigation

The Company and/or its subsidiaries are involved in various lawsuits arising from time to time that the Company considers ordinary routine litigation incidental to its business. Amounts accrued for litigation matters represent the anticipated costs (damages and/or settlement amounts) in connection with pending litigation and claims and related anticipated legal fees for defending such actions. The costs are accrued when it is both probable that a liability has been incurred and the amount can be reasonably estimated. The accruals are based upon the Company's assessment, after consultation with counsel (if deemed appropriate), of probable loss based on the facts and circumstances of each case, the legal issues involved, the nature of the claim made, the nature of the damages sought and any relevant information about the plaintiffs and other significant factors that vary by case. When it is not possible to estimate a specific expected cost to be incurred, the Company evaluates the range of probable loss and records the minimum end of the range. The Company believes that anticipated probable costs of litigation matters have been adequately reserved to the extent determinable. Based on current information, the Company believes that the ultimate conclusion of the various pending litigation of the Company, in the aggregate, will not have a material adverse effect on the consolidated financial position, results of operations or cash flows of the Company.

Product Liability

As a consumer goods manufacturer and distributor, the Company and/or its subsidiaries face the risk of product liability and related lawsuits involving claims for substantial money damages, product recall actions and higher than anticipated rates of warranty returns or other returns of goods.

The Company and/or its subsidiaries are therefore party to various personal injury and property damage lawsuits relating to their products and incidental to its business. Annually, the Company sets its product liability

insurance program which is an occurrence-based program based on the Company and its subsidiaries' current and historical claims experience and the availability and cost of insurance. The Company's product liability insurance program generally includes a self-insurance retention per occurrence.

Cumulative amounts estimated to be payable by the Company with respect to pending and potential claims for all years in which the Company is liable under its self-insurance retention have been accrued as liabilities. Such accrued liabilities are based on estimates (which include actuarial determinations made by an independent actuarial consultant as to liability exposure, taking into account prior experience, number of claims and other relevant factors); thus, the Company's ultimate liability may exceed or be less than the amounts accrued. The methods of making such estimates and establishing the resulting liability are reviewed on a regular basis and any adjustments resulting therefrom are reflected in current operating results.

Based on current information, the Company believes that the ultimate conclusion of the various pending product liability claims and lawsuits of the Company, in the aggregate, will not have a material adverse effect on the consolidated financial position, results of operations or cash flows of the Company.

12. Taxes on Income

The components of the provision for income taxes attributable to continuing operations for 2010, 2009 and 2008 were as follows:

(in millions)	2010	2009	2008
Current income tax expense:			
U.S. federal	$ 2.9	$ (7.9)	$ 0.5
Foreign	71.8	55.4	62.1
State and local	2.9	2.0	0.2
Total	77.6	49.5	62.8
Deferred income tax expense (benefit):			
U.S. federal	57.3	54.1	(19.9)
State, local and other, net of federal tax benefit	2.5	8.3	(3.9)
Foreign	(14.6)	(1.2)	(12.7)
Total	45.2	61.2	(36.5)
Total income tax provision	$122.8	$110.7	$ 26.3

The difference between the federal statutory income tax rate and the Company's reported income tax rate as a percentage of income (loss) from operations is reconciled as follows:

	2010	2009	2008
Federal statutory tax rate	35.0%	35.0%	(35.0)%
Increase (decrease) in rates resulting from:			
State and local taxes, net	1.8	0.4	(24.3)
Foreign rate differences	(3.8)	(2.3)	(26.0)
Non-deductible compensation	3.5	3.3	12.3
Foreign earnings not permanently reinvested	6.8	10.7	43.2
Tax settlements and related adjustments	—	(3.6)	1.0
Goodwill impairment	—	—	102.7
Valuation allowance	(0.3)	1.4	7.7
Venezuela devaluation and inflationary adjustments and tax exempt income	5.9	(5.4)	(4.1)
Foreign dividends	0.9	7.7	—
Non-deductible transaction costs	3.1	—	—
Other	0.6	(1.0)	3.2
Reported income tax rate	53.5%	46.2%	80.7%

Foreign pre-tax income was approximately $115, $218, and $165 for 2010, 2009 and 2008, respectively.

Deferred tax assets (liabilities) at December 31, 2010 and 2009 are comprised of the following:

(in millions)	2010	2009
Intangibles	$(375.6)	$(298.8)
Goodwill	(92.6)	(78.2)
Financial reporting amount of a subsidiary in excess of tax basis	(71.6)	(72.5)
Foreign earnings not permanently reinvested	(38.1)	(40.5)
Property and equipment	(14.8)	(5.9)
Other	(6.6)	(22.7)
Gross deferred tax liabilities	(599.3)	(518.6)
Net operating loss	73.2	122.3
Accounts receivable allowances	14.7	13.8
Inventory valuation	51.8	40.4
Pension and postretirement	43.0	37.9
Stock-based compensation	10.1	16.9
Other compensation and benefits	19.7	13.6
Operating reserves	57.9	74.4
Other	72.2	83.7
Gross deferred tax assets	342.6	403.0
Valuation allowance	(35.3)	(32.1)
Net deferred tax liability	$(292.0)	(147.7)

The Company continually reviews the adequacy of the valuation allowance. A valuation allowance is recorded if, based on the weight of available evidence, it is more likely than not that a deferred tax asset will not be realized. This assessment is based on an evaluation of the level of historical taxable income and projections for future taxable income. During 2010, the Company's valuation allowance was increased by $3.2 principally due to the inability to benefit from certain foreign losses attributable to the Company's 2010 acquisitions.

At December 31, 2010, the Company had net operating losses ("NOLs") of approximately $1 billion for domestic tax purposes. Of this amount, approximately $1 billion were acquired through acquisitions, of which approximately $849 are not reflected in the consolidated financial statements. Additionally, approximately $843 of these domestic NOLs are subject to varying limitations on their use under Section 382 of the Internal Revenue Code of 1986, as amended.

The Company has also accumulated or acquired through acquisitions approximately $134 of foreign NOLs. Of the total foreign NOLs, $0.3 will expire in 2011. Approximately $24 of the foreign NOLs will expire in years subsequent to 2011, and approximately $109 have an unlimited life.

The Company and/or its subsidiaries are subject to federal, state and foreign income tax audits. The Company believes that adequate amounts have been reserved for any adjustments that may ultimately result from these examinations.

Generally, the Company intends to indefinitely reinvest undistributed earnings of certain of its foreign subsidiaries outside the United States. As a result the Company has not provided for U.S. income taxes on undistributed foreign earnings of approximately $788 at December 31, 2010. The Company intends to permanently reinvest these earnings in the future growth of its foreign businesses. Determination of the amount of unrecognized deferred U.S. income liability is not practicable because of the complexities associated with its hypothetical calculation. In 2010, the Company recorded a deferred tax benefit of $2.4 related to profits that were deemed not to be permanently reinvested outside of the United States. In 2009 and 2008, the Company recorded a deferred tax charge $23.7 and $7.9, respectively, related to profits that were deemed not to be permanently reinvested outside of the United States.

The following table sets forth the details and the activity related to unrecognized tax benefit as of and for the years ended December 31, 2010 and 2009:

(in millions)	2010	2009
Unrecognized tax benefits, January 1,	$51.5	$ 73.0
Increases (decreases):		
Acquisitions	1.8	—
Tax positions taken during the current period	3.3	2.0
Tax positions taken during a prior period	(1.3)	(19.1)
Settlements with taxing authorities	(1.9)	(2.4)
Other	2.3	(2.0)
Unrecognized tax benefits, December 31,	$55.7	$ 51.5

During 2010 and 2009, the change in the unrecognized tax benefits primarily relates to the expiration of certain statutes of limitations, the redetermination of required reserves, and tax settlements made during the year. In 2010 and 2009, the decrease in unrecognized tax benefits due to expiring statutes was $0.6 and $7.1, respectively. Also during 2010 and 2009, the Company paid $1.9 and $2.4, respectively, to settle certain tax audits for foreign subsidiaries in their local jurisdictions. At December 31, 2010, the amount of gross unrecognized tax benefits that, if recognized, would affect the reported tax rate is $54.3. The Company has indemnification for $1.4 of the gross unrecognized tax benefit from the sellers of acquired companies.

The Company conducts business globally and, as a result, the Company or its subsidiaries file income tax returns in the U.S. federal jurisdiction, various state, local, and foreign jurisdictions. In the normal course of business, the Company or its subsidiaries are subject to examination by tax authorities throughout the world, including such major jurisdictions as Canada, France, Germany, Hong Kong, Japan, Mexico, Venezuela, the United Kingdom and the United States. As of December 31, 2010, the Company remains subject to examination by federal tax authorities for certain tax years and is currently under examination for the income tax filings in

various state and foreign jurisdictions. At December 31, 2010, the Company believes it has no material tax positions for which it is reasonably possible that the total amount of unrecognized tax benefits may significantly change within twelve months.

The Company classifies all interest expense and penalties on uncertain tax positions as income tax expense, which is consistent with the classification in prior years. As of December 31, 2010 and 2009, the liability for tax-related interest expense was $4.1 and $2.8, respectively. Additionally, the 2010 and 2009 provision for income taxes includes tax-related interest expense of $1.1 and 1.0, respectively.

13. Stockholders' Equity and Share-Based Awards

The Company maintains the 2009 Stock Incentive Plan and the Amended and Restated 2003 Stock Incentive Plan, as amended, which allows for grants of stock options, restricted stock and short-term cash awards. There were approximately 3.7 million share-based awards collectively available for grant under these stock plans at December 31, 2010.

Stock Options

A summary of the Company's stock option activity in 2010, 2009 and 2008 is as follows:

	2010		2009		2008	
(shares in thousands)	Shares	Weighted Average Exercise Price	Shares	Weighted Average Exercise Price	Shares	Weighted Average Exercise Price
Options outstanding, beginning of year	3,133.8	$ 19.45	3,765.0	$ 17.09	3,431.2	$ 16.88
Granted	40.0	33.51	549.8	20.27	871.5	20.88
Exercised	(544.6)	15.55	(951.9)	9.31	(186.8)	11.29
Cancelled	(99.9)	24.12	(229.1)	24.79	(350.9)	27.5
Options outstanding, end of year	2,529.3	$ 20.33	3,133.8	$ 19.45	3,765.0	$ 17.09
Options exercisable, end of year	1,924.3	$ 20.00	2,088.0	$ 18.90	2,774.8	$ 15.31
Other stock option data:						
Weighted average per share grant date fair value of grants during the year		$ 16.89		$ 9.91		$ 7.44

Significant option grants outstanding at December 31, 2010 and related weighted average price and remaining life information is as follows:

	Options outstanding			Options exercisable	
Exercise Price	Number Outstanding (in thousands)	Weighted average exercise price	Weighted average remaining life (years)	Number Exercisable (in thousands)	Weighted average exercise price
$ 2.43 – $ 8.60	392.8	$ 8.46	2.5	392.8	$ 8.46
$10.65 – $13.14	311.2	12.42	3.6	305.2	12.46
$18.89 – $21.40	1,108.8	20.66	5.9	552.0	20.74
$21.90 – $29.46	520.7	28.19	2.8	518.5	28.20
$33.07 – $37.99	195.8	33.89	3.4	155.8	33.99
	2,529.3	$ 20.33	4.3	1,924.3	$ 20.00
Other stock option data (in millions):					
Total intrinsic value of in-the-money options		$ 27.3			$ 21.4

The Company does not use cash to settle any of its options or restricted share awards and when available issues shares from its treasury stock instead of issuing new shares. The total intrinsic value of options exercised for 2010, 2009 and 2008, based upon the market price upon exercise, was approximately $9.4, $18.6, and $2.1, respectively. The common stock options granted during 2010, 2009 and 2008, vest ratably over the explicit service period and generally have a contractual term of 7 years.

The weighted average assumptions used to determine the fair value of options granted in 2010, 2009 and 2008 is as follows:

	2010	2009	2008
Expected volatility	60.7%	58.3%	37.7%
Risk-free interest rates	2.3%	2.3%	3.2%
Expected life (in years)	4.5	4.5	4.5

Restricted Shares of Common Stock

The Company issues restricted share awards whose restrictions lapse upon either the passage of time (service vesting), achieving performance targets, attaining Company common stock price thresholds, or some combination of these restrictions. The contractual life is generally 7 years for those restricted shares with performance targets, common stock price thresholds, or some combination thereof. For those restricted share awards with common stock price thresholds, the fair values were determined using a Monte Carlo simulation embedded in a lattice model. The fair value for all other restricted share awards were based on the closing price of the Company's common stock on the dates of grant.

A summary of the Company's restricted share activity for 2010, 2009 and 2008 is as follows:

	Shares (in thousands)	Weighted Average Fair Value	Total Value (in millions)
Outstanding as of December 31, 2007	2,048.7	$ 33.98	$ 69.6
Granted	277.4	19.51	5.4
Released/Vested	(581.4)	30.18	(17.5)
Cancelled	(286.0)	31.13	(8.9)
Outstanding as of December 31, 2008	1,458.7	33.30	48.6
Granted	1,654.3	21.83	36.1
Released/Vested	(1,219.9)	24.63	(30.0)
Cancelled	(129.5)	31.13	(4.0)
Outstanding as of December 31, 2009	1,763.6	28.70	50.7
Granted	2,387.3	30.95	73.9
Released/Vested	(643.1)	30.33	(19.5)
Cancelled	(85.2)	27.78	(2.4)
Outstanding as of December 31, 2010	3,422.6	$ 29.99	$ 102.7

For those restricted awards with common stock price thresholds, the weighted average grant date fair values of these awards were $30.72, $10.99 and $17.30 for 2010, 2009 and 2008, respectively, based on the following assumptions:

	2010	2009	2008
Expected volatility	49.4%	50.4%	37.0%
Risk-free interest rates	2.6%	1.4%	3.3%
Derived service periods (in years)	0.1	0.2	2.4

For all other restricted share awards, the weighted average grant date fair values $31.00, $24.08 and $19.6 for the years ended December 31, 2010, 2009 and 2008, respectively.

In 2010, the Company granted a total of approximately 2.4 million restricted share awards. As part of these awards, in January 2010, the Board authorized an annual grant of approximately 0.4 million restricted share awards to certain executive officers. These awards had an aggregate grant date fair value of $11.2 and vested during the first three months of 2010 when the Company's weighted average share price exceeded certain thresholds. Additionally, in January 2010, the Board authorized a one-time grant of approximately 1.4 million restricted share awards to certain executive officers. These awards, which had an aggregate grant date fair value of $44.8, have a 5 year legal life and their restrictions lapse if and when the Company achieves certain performance targets. The Company is currently not recognizing compensation expense on these awards as the achievement of the performance targets is improbable. In 2010, the Company also granted approximately 0.6 million restricted share awards with an aggregate grant date fair value of $17.9 that cliff vest upon the achievement of certain performance targets and an explicit service requirement.

In 2009, the Company granted a total of approximately 1.7 million restricted share awards. As part of these awards, in January 2009, the Board approved the granting of 0.3 million restricted shares of the Company's common stock to certain executive officers of the Company. The grant date fair value of these awards was $10.99 per share with an aggregate fair value of $3.1 for the grant and a vesting price of $12.88 per share. Additionally, in December 2009, the Board granted 0.6 million restricted share awards to certain executive officers of the Company. These awards, which vested immediately, are subject to certain sales restrictions and had a grant date fair value of $28.53 per share for an aggregate fair value of $17.1. The remaining 0.8 million restricted share awards had an aggregate fair value of $15.9 and vest if the Company achieves certain earnings performance targets over a 3 year period.

In 2008, the majority of the restricted shares granted were primarily performance based awards which vest upon achievement of certain internal performance measures and fulfillment of the explicit service periods.

As of December 31, 2010, there was $11.7 of unrecognized compensation cost related to non-vested share-based awards. Those costs are expected to be recognized through 2013 over a weighted-average period of approximately 9 months.

Stockholders' Equity

In March 2010, the Board authorized a $50 increase in the Company's existing stock repurchase program to allow the Company to repurchase an aggregate of up to $150 of its common stock. Under this stock repurchase program, the Company repurchased approximately 1.4 million and 1.5 million shares of its common stock in 2010 and 2008, respectively, at an average price of $29.62 and $15.12 per share, respectively. There were no shares repurchased in 2009.

In September 2009, the Company announced that the Board had decided to initiate a quarterly cash dividend. In December 2010, the Board declared a quarterly cash dividend of $0.0825 per share of the Company's common stock, or $7.3, paid on January 31, 2011 to stockholders of record as of the close of business on January 3, 2011. Cash dividends paid to stockholders in 2010 and 2009 was $28.7 and $6.6, respectively. The actual declaration of any future cash dividends, and the establishment of record and payment dates, will be subject to final determination by the Board each quarter after its review of the Company's financial performance.

In April 2009, the Company completed an equity offering of 12.0 million newly-issued shares of common stock at $17.50 per share. The net proceeds to the Company were approximately $203.

At December 31, 2010, the Company had a common stock warrant (the "Warrant") outstanding that grants the holder the right to purchase approximately 2.2 million shares of Jarden common stock at an initial exercise

price of $45.32 per share (subject to adjustment as provided therein). The Warrant must be exercised in full and expires on March 31, 2012. The Company has the option to require the holder to exercise the Warrant if the closing price of Jarden's common stock exceeds $50.99 per share (subject to equitable adjustment for certain transactions) for a period of three consecutive trading days. If the holder of the Note, (see Note 9) causes Jarden to redeem the Note, then the threshold price for the right of mandatory exercise of the Warrant will be reduced from the aforementioned $50.99 per share to $45.32 per share.

14. Earnings Per Share Calculation

A computation of the weighted average shares outstanding for 2010, 2009 and 2008 is as follows:

(in millions)	2010	2009	2008
Weighted average shares outstanding:			
Basic	89.0	84.1	75.2
Dilutive share-based awards(1)	0.8	0.7	—
Diluted	89.8	84.8	75.2

(1) For 2008, excludes 1.1 million potentially dilutive share-based awards as their effect would be anti-dilutive.

Stock options and warrants to purchase approximately 2.4 million, 2.9 million and 3.1 million shares of the Company's common stock at December 31, 2010, 2009 and 2008 had exercise prices that exceeded the average market price of the Company's common stock for the three months ended December 31, 2010, 2009 and 2008, respectively. As such, these share-based awards did not affect the computation of diluted earnings per share.

15. Employee Benefit Plans

The Company maintains defined benefit pension plans for certain of its employees and provides certain postretirement medical and life insurance benefits for a portion of its employees. At December 31, 2010, substantially all the domestic pension and postretirement plans are frozen to new entrants and to future benefit accruals. Benefit obligations are calculated using generally accepted actuarial methods. Actuarial gains and losses are amortized using the corridor method over the average remaining service life of its active employees. The pension and postretirement benefit obligations are measured as of December 31 for 2010 and 2009.

Net Periodic Expense

The components of net periodic pension and postretirement benefit expense for 2010, 2009 and 2008 are as follows:

	Pension Benefits								
	2010			2009			2008		
(in millions)	Domestic	Foreign	Total	Domestic	Foreign	Total	Domestic	Foreign	Total
Service cost	$ 0.2	$ 1.6	$ 1.8	$ 0.2	$ 0.9	$ 1.1	$ 0.2	$ 1.0	$ 1.2
Interest cost	17.6	2.5	20.1	18.4	1.8	20.2	18.3	1.9	20.2
Expected return on plan assets	(13.6)	(1.2)	(14.8)	(12.5)	(0.9)	(13.4)	(18.5)	(1.2)	(19.7)
Amortization:									
Prior service cost	—	—	—	—	—	—	—	—	—
Net actuarial loss	3.3	—	3.3	4.8	—	4.8	—	—	—
Net periodic cost	7.5	2.9	10.4	10.9	1.8	12.7	—	1.7	1.7
Curtailments and settlements	1.9	(0.1)	1.8	0.5	0.1	0.6	0.3	(0.1)	0.2
Total expense	$ 9.4	$ 2.8	$ 12.2	$ 11.4	$ 1.9	$ 13.3	$ 0.3	$ 1.6	$ 1.9
Assumptions									
Weighted average assumption used to calculate net periodic cost:									
Discount rate	5.79%	5.12%	5.69%	6.19%	5.57%	6.13%	6.21%	5.37%	6.12%
Expected return on plan assets	8.21%	5.16%	7.87%	8.18%	5.19%	7.94%	8.14%	5.72%	7.94%
Rate of compensation increase	—	2.98%	2.98%	—	2.95%	2.95%	—	4.07%	4.07%

	Postretirement Benefits		
(in millions)	2010	2009	2008
Service cost	$ 0.3	$ 0.1	$ 0.2
Interest cost	0.7	0.5	1.1
Amortization:			
Prior service benefit	(0.8)	(0.8)	(0.8)
Net actuarial gain	—	(0.1)	(0.5)
Net periodic cost (credit)	0.2	(0.3)	—
Curtailments and settlements	—	—	(16.2)
Total expense (credit)	$ 0.2	$ (0.3)	$(16.2)
Assumptions			
Weighted average assumption used to calculate net periodic cost:			
Discount rate	5.96%	6.25%	6.25%
Rate of compensation increase	— %	— %	3.0%

The amount of AOCI expected to be recognized in net periodic benefit cost for the year ending December 31, 2011 is as follows:

	Pension Benefits			
(in millions)	Domestic	Foreign	Total	Postretirement
Prior service cost	$ —	$ —	$—	$ 0.8
Net actuarial loss (gain)	(4.0)	—	(4.0)	0.1
	$ (4.0)	$ —	$(4.0)	$ 0.9

Funded Status

The following provides a reconciliation of the benefit obligation, plan assets and the funded status of the pension and postretirement plans as of December 31, 2010 and 2009:

	Pension Benefits						Postretirement Benefits	
	2010			2009			2010	2009
(in millions)	Domestic	Foreign	Total	Domestic	Foreign	Total		
Change in benefit obligation:								
Benefit obligation at beginning of year	$ 316.4	$ 35.1	$ 351.5	$ 308.1	$ 32.2	$ 340.3	$ 8.2	$ 8.4
Acquisitions	—	21.9	21.9	—	—	—	6.2	—
Service cost	0.2	1.6	1.8	0.2	0.9	1.1	0.3	0.1
Interest cost	17.6	2.5	20.1	18.4	1.8	20.2	0.7	0.5
Curtailments and settlements	(15.9)	(0.4)	(16.3)	(1.2)	(0.2)	(1.4)	—	—
Amendments	—	0.3	0.3	—	—	—	—	—
Actuarial loss (gain)	18.0	0.7	18.7	12.7	0.4	13.1	0.6	—
Participant contributions	—	—	—	—	—	—	0.5	0.5
Benefits paid	(23.2)	(3.0)	(26.2)	(21.8)	(1.8)	(23.6)	(1.2)	(1.3)
Foreign currency translation and other	—	(0.4)	(0.4)	—	1.8	1.8	—	—
Benefit obligation at end of year(1)	313.1	58.3	371.4	316.4	35.1	351.5	15.3	8.2
Change in plan assets:								
Fair value of plan assets at beginning of year	$ 204.3	$ 20.2	$ 224.5	$ 186.4	$ 17.2	$ 203.6	$ —	$ —
Acquisitions	—	7.6	7.6	—	—	—	—	—
Actual return on plan assets	16.4	1.8	18.2	33.4	1.7	35.1	—	—
Company contributions	40.0	3.3	43.3	7.5	1.7	9.2	0.7	0.8
Settlements	(15.9)	(0.2)	(16.1)	(1.2)	(0.2)	(1.4)	—	—
Participant contributions	—	—	—	—	—	—	0.5	0.5
Benefits paid	(23.2)	(3.0)	(26.2)	(21.8)	(1.8)	(23.6)	(1.2)	(1.3)
Foreign currency translation and other	—	(0.4)	(0.4)	—	1.6	1.6	—	—
Fair value of plan assets at end of year	221.6	29.3	250.9	204.3	20.2	224.5	—	—
Net (liability) recognized in the consolidated balance sheet	$ (91.5)	$(29.0)	$(120.5)	$(112.1)	$(14.9)	$(127.0)	$(15.3)	$ (8.2)
Assumptions								
Weighted average assumption used to calculate benefit obligation:								
Discount rate	5.25%	4.78%	5.18%	5.79%	5.20%	5.73%	5.50%	5.85%
Rate of compensation increase	— %	2.98%	2.98%	— %	3.32%	3.32%	—	— %
Healthcare cost trend rate:								
Current:								
Pre-Age 65	—	—	—	—	—	—	7.50%	7.00%
Post-Age 65	—	—	—	—	—	—	7.50%	7.40%
Ultimate	—	—	—	—	—	—	4.50%	4.50%

(1) The accumulated benefit obligation for all defined benefit pension plans was $367 and $349 at December 31, 2010 and 2009, respectively.

Amounts recognized in the Company's consolidated balance sheets at December 31, 2010 and 2009 consist of:

(in millions)	Pension Benefits 2010	Pension Benefits 2009	Postretirement Benefits 2010	Postretirement Benefits 2009
Other assets	$ 1.5	$ 1.2	$ —	$ —
Accrued benefit cost	(122.0)	(128.2)	(15.3)	(8.2)
Net amount recognized	$(120.5)	$(127.0)	$ (15.3)	$ (8.2)

Summary of under-funded or non-funded pension benefit plans with projected benefit obligation in excess of plan assets at December 31, 2010 and 2009:

(in millions)	Pension Benefits 2010	Pension Benefits 2009
Projected benefit obligation	$350.8	$342.3
Fair value of plan assets	228.8	214.1

Summary of pension plans with accumulated benefit obligations in excess of plan assets at December 31, 2010 and 2009:

(in millions)	Pension Benefits 2010	Pension Benefits 2009
Accumulated benefit obligation	$343.8	$340.4
Fair value of plan assets	224.6	214.1

The Company employs a total return investment approach for its pension plans whereby a mix of equities and fixed income investments are used to maximize the long-term return of pension plan assets. The intent of this strategy is to minimize plan expenses by outperforming plan liabilities over the long run. Risk tolerance is established through careful consideration of plan liabilities, plan funded status, and the Company's financial condition. The domestic investment portfolios contain a diversified blend of equity and fixed-income investments. The domestic equity investments are diversified across geography and market capitalization through investments in U.S. large-capitalization stocks, U.S. small-capitalization stocks and international securities. The domestic fixed income investments are primarily comprised of investment-grade and high-yield securities through investments in corporate and government bonds, government agencies and asset backed securities. The Level 1 and Level 2 investments are primarily based upon quoted market prices and the classification between Level 1 and Level 2 are based upon the valuation frequency of the investments. The domestic Level 3 investments are primarily comprised of hedge fund of funds whose assets are primarily valued based upon the net asset value per share and an insurance contract valued at contract value. The Company maintains numerous foreign defined benefit pension plans. The asset allocations for the foreign investment may vary by plan and jurisdiction and are primarily based upon the plan structure and plan participant profile. The foreign Level 3 investments are primarily comprised of insurance contracts valued at contract value. Investment risk is measured and monitored on an ongoing basis through annual liability measurements, periodic asset/liability studies and quarterly investment portfolio reviews.

The expected long-term rate of return for plan assets is based upon many factors including expected asset allocations, historical asset returns, current and expected future market conditions, risk and active management premiums. The expected long-term rate of return is adjusted when there are fundamental changes in expected returns on the Company's defined benefit pension plan's investments. The Company's target asset allocation for 2010 and 2009 is as follows: equities —45%-60%; bonds—25%-40%; and cash alternatives investments and other—0%-30%. Actual asset allocations may vary from the targeted allocations for various reasons, including market conditions and the timing of transactions.

The composition of domestic pension plan assets at December 31, 2010 and 2009 is as follows:

(in millions) Asset Category	Fair Value Measurements of Plan Assets – Domestic Plans December 31, 2010 Level 1	Level 2	Level 3	Total
Equity securities and funds:				
Domestic	$ 46.0	$ —	$ —	$ 46.0
International	16.7	17.3	—	34.0
Fixed income securities and funds:				
Investment-grade	35.9	6.5	—	42.4
High-yield	0.2	11.7	—	11.9
Alternative Investments	21.0	34.6	13.6	69.2
Cash and other	16.7	—	1.4	18.1
Total	$ 136.5	$ 70.1	$ 15.0	$ 221.6

(in millions) Asset Category	Fair Value Measurements of Plan Assets – Domestic Plans December 31, 2009 Level 1	Level 2	Level 3	Total
Equity securities and funds:				
Domestic	$ 34.0	$ —	$ —	$ 34.0
International	15.3	11.3	—	26.6
Fixed income securities and funds:				
Investment-grade	40.5	25.9	—	66.4
High-yield	—	7.7	—	7.7
Alternative Investments	—	27.4	6.5	33.9
Cash and other	34.4	—	1.3	35.7
Total	$ 124.2	$ 72.3	$ 7.8	$ 204.3

The composition of foreign pension plan assets at December 31, 2010 and 2009 is as follows:

(in millions) Asset Category	Fair Value Measurements of Plan Assets – Foreign Plans December 31, 2010 Level 1	Level 2	Level 3	Total
Equity securities and funds	$ 5.6	$ —	$ —	$ 5.6
Fixed income securities and funds	7.6	—	—	7.6
Cash and other	0.8	—	15.3	16.1
Total	$ 14.0	$ —	$ 15.3	$ 29.3

(in millions) Asset Category	Fair Value Measurements of Plan Assets – Foreign Plans December 31, 2009 Level 1	Level 2	Level 3	Total
Equity securities and funds	$ 5.1	$ —	$ —	$ 5.1
Fixed income securities and funds	6.6	—	7.7	14.3
Cash and other	0.8	—	—	0.8
Total	$ 12.5	$ —	$ 7.7	$ 20.2

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The activity for Level 3 pension plan assets for 2010 and 2009 is a follows:

(in millions)	Level 3 Pension Plan Assets Domestic Plans	Foreign Plans
Balance, December 31, 2008	$ 9.2	$ 7.2
Actual return on plan assets:		
Relating to assets held at year-end	0.3	0.6
Purchases, sales, settlements and other, net	(1.7)	(0.1)
Balance, December 31, 2009	7.8	7.7
Acquisitions	—	7.6
Actual return on plan assets:		
Relating to assets held at year-end	0.2	0.7
Purchases, sales, settlements and other, net	7.0	(0.7)
Balance, December 31, 2010	$ 15.0	$ 15.3

Domestic Contributions

In 2011, the Company expects to make cash contributions of approximately $14 and $1 to its domestic pension and postretirement plans, respectively. These contributions are for both funded and unfunded plans and are net of participant contributions.

Foreign Contributions

The Company funds its pension plans in amounts consistent with applicable laws and regulations and expects to make cash contributions of approximately $4 in 2011.

Information about the expected benefit payments for the Company's pension and postretirement plans are as follows:

Years Ending December 31,	Pension Plans (in millions)	Postretirement Plans
2011	$ 26.3	$ 1.0
2012	24.9	0.9
2013	24.9	0.8
2014	25.3	0.8
2015	24.6	0.8
Next 5 years	126.6	4.9
Total	$252.6	$ 9.2

The current healthcare cost trend rate gradually declines through 2022 to the ultimate trend rate and remains level thereafter. A one percentage point change in assumed healthcare cost trend rates would have the following effects:

(in millions)	1% Increase	1% Decrease
Service and interest cost components of postretirement benefit costs	$ 0.1	$ (0.1)
Postretirement benefit obligation	1.5	(1.2)

The Company sponsors a defined contribution savings plan for substantially all of its U.S. employees. Under provisions for this plan, employees may contribute a percentage of eligible compensation on both a

before-tax basis and after-tax basis. The Company generally matches a percentage of a participating employee's before-tax contributions. For 2010, 2009 and 2008 the defined contribution savings plan expense was $5.5, $5.7 and $9.7, respectively.

16. Reorganization and Acquisition-Related Integration Costs

The Company did not incur any reorganization and acquisition-related integration costs (collectively, "reorganization costs") in 2010. Reorganization costs for 2009 and 2008 are as follows:

	2009			
(in millions)	Employee Terminations	Other Charges	Impairment	Total
Charged to Results of Operations:				
Outdoor Solutions	$ 23.5	$ 20.8	$ 4.2	$48.5
Consumer Solutions	2.9	0.9	—	3.8
	$ 26.4	$ 21.7	$ 4.2	$52.3

	2008			
(in millions)	Employee Terminations	Other Charges	Impairment	Total
Charged to Results of Operations:				
Outdoor Solutions	$ 14.7	$ 17.9	$ —	$32.6
Branded Consumables	7.4	3.3	—	10.7
Process Solutions	3.6	1.6	3.7	8.9
Corporate	4.1	3.5	—	7.6
Subtotal	29.8	26.3	3.7	59.8
Capitalized as a Cost of Acquisition:				
Outdoor Solutions	2.5	3.5	—	6.0
Corporate	0.4	—	—	0.4
	$ 32.7	$ 29.8	$ 3.7	$66.2

Capitalized Reorganization Costs

In connection with the acquisition of K2 Inc. ("K2") in 2007, management approved and initiated plans to restructure the operations of K2. These plans were contemplated at the time of this acquisition and include in part, the elimination of certain duplicative functions and vacating redundant facilities in order to reduce the combined cost structure of the Company. The capitalized costs incurred during 2008, primarily relate to workforce reductions associated with the elimination of duplicative functions and other exit costs resulting from the K2 acquisition. These costs were accrued within the Outdoor Solutions segment.

Outdoor Solutions Segment Reorganization Costs

In 2009, the Company initiated plans to rationalize the overall cost structure of the Outdoor Solutions segment through headcount reductions and facility consolidation. These plans consist of restructuring the Company's domestic and European paintball operations, realigning distribution and warehouse facilities both domestically and in Europe, rationalizing manufacturing operations in the Far East and integrating various 2009 tuck-in acquisitions. Prior to 2008, the Company initiated a plan to integrate certain acquired businesses. This plan includes in part, facility closings and headcount reductions. Employee termination charges for 2009 and 2008 relate to the implementation of these initiatives.

For 2009, other charges include lease and moving costs ($6.2), contract termination fees ($4.3), professional fees ($4.0) and other costs ($6.3). The impairments charges recorded in 2009 relate to the write-down of certain fixed assets. For 2008, other charges primarily relate to the integration of acquired businesses and include professional fees ($5.7), contract termination fees ($0.6), lease and moving costs ($3.7) and other costs ($7.9).

As of December 31, 2010, $0.5 of severance and other employee related costs and $3.3 of other costs (primarily lease and other contract termination costs) remain accrued for these initiatives.

Consumer Solutions Segment Reorganization Costs

During 2009, the Company initiated plans to rationalize the overall cost structure of the Consumer Solutions segment primarily through headcount reductions. Employee termination charges for 2009 relate to these plans.

As of December 31, 2010, $6.2 of costs, primarily lease obligations, remain accrued for these initiatives.

Branded Consumables Segment Reorganization Costs

Prior to 2008, the Company initiated plans to consolidate certain non-manufacturing processes across this segment's platform and reorganize this segment to facilitate long-term cost savings and improve management and reporting capabilities. Specific cost savings initiatives include the utilization of certain shared distribution and warehousing services and information systems platforms and outsourcing the manufacturing of certain kitchen products. Employee termination charges in 2008 primarily relate to these plans.

For 2008, other charges primarily consist of facility closing costs ($0.9) and other costs for professional fees and employee relocation, primarily related to the consolidation of certain non-manufacturing processes across the segment platform ($2.4).

Process Solutions Segment Reorganization Costs

Prior to 2008, the Company initiated a plan to consolidate manufacturing facilities related to the plastics business. The plan includes facility closures and headcount reductions. Employee termination and other charges for 2008 primarily relate to this plan.

The impairment charge in 2008 primarily relates to the write down of long-lived assets attributable to a plant closure announced in 2008.

Corporate Reorganization Costs

For 2008, the severance and other employee benefit-related benefits costs ($4.1) and other charges ($3.5), principally professional fees, are primarily due to the integration of certain corporate functions related to an acquired business.

The activity related to accrued reorganization costs as of and for the years ended December 31, 2010 and 2009 is as follows:

(in millions)	Accrual Balance at December 31, 2009	Reorganization Costs, net	Payments	Foreign Currency and Other	Accrual Balance at December 31, 2010
Severance and other employee-related	$ 10.7	$ —	$ (9.9)	$ (0.3)	$ 0.5
Other costs(1)	18.7	—	(10.0)	0.8	9.5
Total	$ 29.4	$ —	$ (19.9)	$ 0.5	$ 10.0

(in millions)	Accrual Balance at December 31, 2008	Reorganization Costs, net	Payments	Foreign Currency and Other	Accrual Balance at December 31, 2009
Severance and other employee-related(2)	$ 12.3	$ 26.4	$ (27.8)	$ (0.2)	$ 10.7
Other costs	15.8	21.7	(17.1)	(1.7)	18.7
Total	$ 28.1	$ 48.1	$ (44.9)	$ (1.9)	$ 29.4
Impairment		4.2			
		$ 52.3			

(1) Amounts accrued at December 31, 2010 for other costs (principally lease costs) are expected to be paid through 2015.
(2) For 2009, the total headcount underlying these costs is approximately 2,700.

17. Segment Information

The Company reports four business segments: Outdoor Solutions, Consumer Solutions, Branded Consumables and Process Solutions. The Company’s sales are principally within the United States. The Company’s international operations are mainly based in Asia, Canada, Europe and Latin America. The Company and its chief operating decision maker use “segment earnings” to measure segment operating performance.

The Outdoor Solutions segment manufactures or sources, markets and distributes global consumer active lifestyle products for outdoor and outdoor-related activities. For general outdoor activities, Coleman® is a leading brand for active lifestyle products, offering an array of products that include camping and outdoor equipment such as air beds, camping stoves, coolers, foldable furniture, gas and charcoal grills, lanterns and flashlights, propane fuel, sleeping bags, tents and water recreation products such as inflatable boats, kayaks and tow-behinds. The Outdoor Solutions segment is also a leading provider of fishing equipment under brand names such as Abu Garcia®, All Star®, Berkley®, Fenwick®, Gulp!®, JRC™, Mitchell®, Penn®, Pflueger®, Sevenstrand®, Shakespeare®, Spiderwire®, Stren®, Trilene®, Ugly Stik® and Xtools®. Team sports equipment for baseball, softball, football, basketball, field hockey and lacrosse products are sold under brand names such as deBeer®, Gait®, Miken®, Rawlings® and Worth®. Alpine and nordic skiing, snowboarding, snowshoeing and in-line skating products are sold under brand names such as Atlas® Full Tilt®, K2®, Line®, Little Bear®, Madshus®, Marker®, Morrow®, Ride®, Tubbs®, Völkl® and 5150 Snowboards®. Water sports equipment, personal flotation devices and all-terrain vehicle gear are sold under brand names such as Helium®, Hodgman®, Mad Dog Gear®, Sevylor®, Sospenders® and Stearns®. The Company also sells high performance technical and outdoor apparel and equipment under brand names such as CAPP3L®, Ex Officio®, K2®, Marker®, Marmot®, Planet Earth®, Ride®, Völkl® and Zoot®, and premium air beds under brand names including Aero®, Aerobed® and Aero Sport®.

The Consumer Solutions segment manufactures or sources, markets, and distributes a diverse line of household products, including kitchen appliances and personal care and wellness products for home use. This segment maintains a strong portfolio of globally recognized brands including Bionaire®, Crock-Pot®, FoodSaver®, Health o meter®, Holmes®, Mr. Coffee®, Oster®, Patton®, Rival®, Seal-a-Meal®, Sunbeam® and Villaware®. The principal products in this segment include clippers and trimmers for professional use in the beauty and barber and animal categories; electric blankets, mattress pads and throws; household kitchen appliances, such as blenders, coffeemakers, irons, mixers, slow cookers, toasters, toaster ovens and vacuum packaging machines; personal care and wellness products, such as air purifiers, fans, heaters and humidifiers, for home use; products for the hospitality industry; and scales for consumer use.

The Branded Consumables segment manufactures or sources, markets and distributes a broad line of branded consumer products, many of which are affordable, consumable and fundamental household staples, including arts and crafts paint brushes, brooms, brushes, buckets, children's card games, clothespins, collectible tins, condoms, cord, rope and twine, dusters, dust pans, feeding bottles, fencing, fire extinguishing products, firelogs and firestarters, home canning jars and accessories, kitchen matches, mops, other craft items, pacifiers, plastic cutlery, playing cards and accessories, rubber gloves and related cleaning products, safes, security cameras, security doors, smoke and carbon monoxide alarms, soothers, sponges, storage organizers and workshop accessories, teats, toothpicks, window guards and other accessories. This segment markets our products under the Aviator®, Ball®, Bee®, Bernardin®, Bicycle®, Billy Boy®, BRK®, Crawford®, Diamond®, Dicon®, Fiona®, First Alert®, First Essentials®, Forster®, Hoyle®, Java-Log®, KEM®, Kerr®, Lehigh®, Leslie-Locke®, Lillo®, Loew-Cornell®, Mapa®, NUK®, Pine Mountain®, Quickie Green Cleaning®, Quickie Home-Pro®, Quickie Microban®, Quickie Original®, Quickie Professional®, Spontex®, Tigex® and Wellington® brand names, among others.

The Process Solutions segment manufactures, markets and distributes a wide variety of plastic products including closures, contact lens packaging, medical disposables, plastic cutlery and rigid packaging. Many of these products are consumable in nature or represent components of consumer products. Our materials business produces specialty nylon polymers, conductive fibers and monofilament used in various products, including woven mats used by paper producers and weed trimmer cutting line, as well as fiberglass radio antennas for marine, citizen band and military applications. This segment is also the largest North American producer of niche products fabricated from solid zinc strip and is the sole source supplier of copper plated zinc penny blanks to the United States Mint and a major supplier to the Royal Canadian Mint, as well as a supplier of brass, bronze and nickel plated finishes on steel and zinc for coinage to other international markets. In addition, the Company manufactures a line of industrial zinc products marketed globally for use in the architectural, automotive, construction, electrical component and plumbing markets.

Segment information as of and for the years ended December 31, 2010, 2009 and 2008 is as follows:

	2010							
(in millions)	Outdoor Solutions	Consumer Solutions	Branded Consumables	Process Solutions	Intercompany Eliminations	Total Operating Segments	Corporate/ Unallocated	Consolidated
Net sales	$2,518.7	$1,869.6	$ 1,345.3	$ 342.7	$ (53.6)	$6,022.7	$ —	$ 6,022.7
Segment earnings (loss)	300.9	266.2	195.0	37.1	—	799.2	(89.1)	710.1
Adjustments to reconcile to reported operating earnings (loss):								
Fair value adjustment to inventory	(2.1)	—	(25.3)	—	—	(27.4)	—	(27.4)
Acquisition-related and other costs(1)	(7.4)	(4.0)	(3.4)	—	—	(14.8)	(27.5)	(42.3)
Venezuela hyperinflationary and devaluation charges (see Note 1)	—	—	—	—	—	—	(70.6)	(70.6)
Impairment of goodwill and intangibles	(0.7)	(0.7)	(18.3)	—	—	(19.7)	—	(19.7)
Depreciation and amortization	(62.1)	(28.1)	(39.0)	(12.1)	—	(141.3)	(1.5)	(142.8)
Operating earnings (loss)	$ 228.6	$ 233.4	$ 109.0	$ 25.0	$ —	$ 596.0	$ (188.7)	$ 407.3
Other segment data:								
Total assets	$2,785.4	$1,818.6	$ 1,897.1	$ 200.5	$ —	$6,701.6	$ 391.4	$ 7,093.0
Capital expenditures	48.0	24.3	30.7	7.5	—	110.5	27.0	137.5

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(in millions)	2009 Outdoor Solutions	Consumer Solutions	Branded Consumables	Process Solutions	Intercompany Eliminations	Total Operating Segments	Corporate/ Unallocated	Consolidated
Net sales	$2,311.8	$1,835.9	$ 792.1	$ 262.6	$ (49.8)	$5,152.6	$ —	$ 5,152.6
Segment earnings (loss)(2)	277.6	280.5	104.0	30.3	—	692.4	(86.7)	605.7
Adjustments to reconcile to reported operating earnings (loss):								
Reorganization costs(2)	(48.5)	—	—	—	—	(48.5)	—	(48.5)
Impairment of goodwill and intangibles	(0.8)	—	(22.1)	—		(22.9)	—	(22.9)
Other(3)	—	9.2	—	—	—	9.2	(26.3)	(17.1)
Depreciation and amortization	(66.7)	(29.3)	(21.9)	(11.6)	—	(129.5)	(0.8)	(130.3)
Operating earnings (loss)	$ 161.6	$ 260.4	$ 60.0	$ 18.7	$ —	$ 500.7	$ (113.8)	$ 386.9
Other segment data:								
Total assets	$2,570.1	$1,771.8	$ 890.2	$ 190.0	$ —	$5,422.1	$ 601.5	$ 6,023.6
Capital expenditures	44.0	29.0	27.2	7.0	—	107.2	0.2	107.4

(in millions)	2008 Outdoor Solutions	Consumer Solutions	Branded Consumables	Process Solutions	Intercompany Eliminations	Total Operating Segments	Corporate/ Unallocated	Consolidated
Net sales	$2,481.0	$1,812.9	$ 804.9	$ 348.6	$ (64.1)	$5,383.3	$ —	$ 5,383.3
Segment earnings (loss)	297.6	253.9	96.4	42.7	—	690.6	(81.2)	609.4
Adjustments to reconcile to reported operating earnings (loss):								
Reorganization costs	(32.6)	—	(10.7)	(8.9)	—	(52.2)	(7.6)	(59.8)
Impairment of goodwill and intangibles	(30.2)	(76.3)	(176.7)	—	—	(283.2)	—	(283.2)
Depreciation and amortization	(62.5)	(27.1)	(17.0)	(12.6)	—	(119.2)	(1.1)	(120.3)
Operating earnings (loss)	$ 172.3	$ 150.5	$ (108.0)	$ 21.2	$ —	$ 236.0	$ (89.9)	$ 146.1
Other segment data:								
Capital expenditures	47.1	24.0	19.3	9.6	—	100.0	2.2	102.2

(1) Comprised of $52.4 of acquisition-related and other charges, which primarily relate to acquisitions (see Note 3) and a $10.1 mark-to-market gain associated with the Company's Euro-denominated debt and intercompany loans.

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(2) Segment Earnings for the Consumer Solutions segment includes reorganization costs of $3.8 (see Note 16).
(3) Consolidated amount of $17.1 represents executive stock compensation resulting from a strategic review of executive long-term incentive compensation.

Note: Intersegment sales are recorded at cost plus an agreed upon profit.

Geographic Information

Geographic information as of and for the years ended December 31, 2010, 2009 and 2008 is as follows:

(in millions)	Domestic	International	Total
2010			
Net sales	$3,830.4	$ 2,192.3	$6,022.7
Long-lived assets	333.1	325.8	658.9
2009			
Net sales	$3,538.0	$ 1,614.6	$5,152.6
Long-lived assets	298.9	206.8	505.7
2008			
Net sales	$3,670.1	$ 1,713.2	$5,383.3

18. Accumulated Other Comprehensive Income (Loss)

The components of AOCI at December 31, 2010 and 2009 are as follows:

(in millions)	2010	2009
Foreign currency translation adjustment	$ 29.4	$ 28.2
Derivative financial instruments and other, net	(12.2)	(14.8)
Accrued benefit costs, net	(42.0)	(34.3)
Total accumulated other comprehensive income (loss)	$(24.8)	$(20.9)

19. Condensed Consolidating Financial Data

The Company's Senior Notes and Senior Subordinated Notes (see Note 9) are fully guaranteed, jointly and severally, by certain of the Company's domestic subsidiaries ("Guarantor Subsidiaries"). The Company's non-United States subsidiaries and those domestic subsidiaries who are not guarantors ("Non-Guarantor Subsidiaries") are not guaranteeing these notes. Presented below is the condensed consolidating financial data of the Company ("Parent"), the Guarantor Subsidiaries and the Non-Guarantor Subsidiaries on a consolidated basis as of and for the years ended December 31, 2010, 2009 and 2008.

Condensed Consolidating Results of Operations

	Year Ended December 31, 2010				
(in millions)	Parent	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Net sales	$ —	$ 3,689.1	$ 2,452.5	$ (118.9)	$ 6,022.7
Costs and expenses	126.3	3,273.3	2,334.7	(118.9)	5,615.4
Operating (loss) earnings	(126.3)	415.8	117.8	—	407.3
Other expense, net	57.0	169.2	74.4	—	300.6
Equity in the income of subsidiaries	290.0	37.8	—	(327.8)	—
Net income (loss)	$ 106.7	$ 284.4	$ 43.4	$ (327.8)	$ 106.7

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(in millions)	Year Ended December 31, 2009 Parent	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Net sales	$ —	$ 3,395.0	$ 1,890.7	$ (133.1)	$ 5,152.6
Costs and expenses	114.3	3,057.0	1,727.5	(133.1)	4,765.7
Operating (loss) earnings	(114.3)	338.0	163.2	—	386.9
Other expense, net	13.7	186.8	57.7	—	258.2
Equity in the income of subsidiaries	256.7	102.6	—	(359.3)	—
Net income (loss)	$ 128.7	$ 253.8	$ 105.5	$ (359.3)	$ 128.7

(in millions)	Year Ended December 31, 2008 Parent	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Net sales	$ —	$ 3,515.0	$ 2,046.1	$ (177.8)	$ 5,383.3
Costs and expenses	76.5	3,470.3	1,868.2	(177.8)	5,237.2
Operating (loss) earnings	(76.5)	44.7	177.9	—	146.1
Other expense, net	27.4	110.1	67.5	—	205.0
Equity in the income of subsidiaries	45.0	117.6	—	(162.6)	—
Net income (loss)	$ (58.9)	$ 52.2	$ 110.4	$ (162.6)	$ (58.9)

Condensed Consolidating Balance Sheets

(in millions)	As of December 31, 2010 Parent	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Assets					
Current assets	$ 314.6	$ 998.6	$ 2,067.6	$ (10.0)	$ 3,370.8
Investment in subsidiaries	5,340.3	1,739.8	93.4	(7,173.5)	—
Non-current assets	153.7	3,768.8	1,015.1	(1,215.4)	3,722.2
Total assets	$5,808.6	$ 6,507.2	$ 3,176.1	$ (8,398.9)	$ 7,093.0
Liabilities and stockholders' equity					
Current liabilities	$ 217.4	$ 588.5	$ 878.0	(6.7)	$ 1,677.2
Non-current liabilities	3,770.7	504.3	539.0	(1,218.7)	3,595.3
Stockholders' equity	1,820.5	5,414.4	1,759.1	(7,173.5)	1,820.5
Total liabilities and stockholders' equity	$5,808.6	$ 6,507.2	$ 3,176.1	$ (8,398.9)	$ 7,093.0

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(in millions)	Parent	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
	As of December 31, 2009				
Assets					
Current assets	$ 556.0	$ 819.0	$ 1,615.4	$ (2.4)	$ 2,988.0
Investment in subsidiaries	4,554.4	985.1	—	(5,539.5)	—
Non-current assets	171.4	3,727.9	353.9	(1,217.6)	3,035.6
Total assets	$5,281.8	$ 5,532.0	$ 1,969.3	$ (6,759.5)	$ 6,023.6
Liabilities and stockholders' equity					
Current liabilities	$ 357.0	$ 536.6	$ 593.0	(2.1)	$ 1,484.5
Non-current liabilities	3,158.0	459.1	373.1	(1,217.9)	2,772.3
Stockholders' equity	1,766.8	4,536.3	1,003.2	(5,539.5)	1,766.8
Total liabilities and stockholders' equity	$5,281.8	$ 5,532.0	$ 1,969.3	$ (6,759.5)	$ 6,023.6

Condensed Consolidating Statements of Cash Flows

(in millions)	Parent	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Consolidated
	Year Ended December 31, 2010			
Net cash provided by (used in) operating activities, net	$(196.8)	$ 414.8	$ 71.0	$ 289.0
Financing activities:				
Net change in short-term debt	—	50.0	6.2	56.2
(Payments on) proceeds from intercompany transactions	239.2	(297.4)	58.2	—
Proceeds from issuance of long-term debt	786.1	—	—	786.1
Payments on long-term debt	(260.9)	—	—	(260.9)
Issuance (repurchase) of common stock, net	(42.8)	—	—	(42.8)
Other	(58.4)	—	—	(58.4)
Net cash provided by (used in) financing activities	663.2	(247.4)	64.4	480.2
Investing activities:				
Additions to property, plant and equipment	(27.0)	(91.9)	(18.6)	(137.5)
Acquisition of business, net of cash acquired and earnout payments	(680.9)	(73.8)	(0.8)	(755.5)
Other	(9.3)	—	19.2	9.9
Net cash used in investing activities	(717.2)	(165.7)	(0.2)	(883.1)
Effect of exchange rate changes on cash	—	—	(18.1)	(18.1)
Net increase (decrease) in cash and cash equivalents	(250.8)	1.7	117.1	(132.0)
Cash and cash equivalents at beginning of year	537.9	13.8	275.7	827.4
Cash and cash equivalents at end of year	$ 287.1	$ 15.5	$ 392.8	$ 695.4

(in millions)	Year Ended December 31, 2009			
	Parent	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Consolidated
Net cash provided by (used in) operating activities, net	$ (62.4)	$ 503.5	$ 200.0	$ 641.1
Financing activities:				
Net change in short-term debt	(132.0)	—	(21.6)	(153.6)
(Payments on) proceeds from intercompany transactions	401.6	(392.9)	(8.7)	—
Proceeds from issuance of long-term debt	292.2	—	—	292.2
Payments on long-term debt	(351.2)	—	—	(351.2)
Issuance (repurchase) of common stock, net	199.0	—	—	199.0
Other	(18.9)	—	—	(18.9)
Net cash provided by (used in) financing activities	390.7	(392.9)	(30.3)	(32.5)
Investing activities:				
Additions to property, plant and equipment	(0.2)	(89.4)	(17.8)	(107.4)
Acquisition of business, net of cash acquired and earnout payments	(2.0)	(10.4)	(1.3)	(13.7)
Other	—	(4.9)	(4.6)	(9.5)
Net cash used in investing activities	(2.2)	(104.7)	(23.7)	(130.6)
Effect of exchange rate changes on cash	—	—	(43.4)	(43.4)
Net increase in cash and cash equivalents	326.1	5.9	102.6	434.6
Cash and cash equivalents at beginning of year	211.8	7.9	173.1	392.8
Cash and cash equivalents at end of year	$ 537.9	$ 13.8	$ 275.7	$ 827.4

(in millions)	Year Ended December 31, 2008			
	Parent	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Consolidated
Net cash provided by (used in) operating activities, net	$(626.1)	$ 724.6	$ 151.4	$ 249.9
Financing activities:				
Net change in short-term debt	130.2	—	1.3	131.5
(Payments on) proceeds from intercompany transactions	733.1	(638.7)	(94.4)	—
Proceeds from issuance of long-term debt	25.0	—	—	25.0
Payments on long-term debt	(24.3)	—	(0.7)	(25.0)
Issuance (repurchase) of common stock, net	(21.4)	—	—	(21.4)
Other	(5.5)	—	—	(5.5)
Net cash provided by (used in) financing activities	837.1	(638.7)	(93.8)	104.6
Investing activities:				
Additions to property, plant and equipment	(2.2)	(83.1)	(16.9)	(102.2)
Acquisition of business, net of cash acquired	(40.0)	(1.6)	(1.0)	(42.6)
Other	(16.3)	(4.0)	(10.4)	(30.7)
Net cash used in investing activities	(58.5)	(88.7)	(28.3)	(175.5)
Effect of exchange rate changes on cash	—	—	(6.7)	(6.7)
Net increase (decrease) in cash and cash equivalents	152.5	(2.8)	22.6	172.3
Cash and cash equivalents at beginning of year	59.3	10.7	150.5	220.5
Cash and cash equivalents at end of year	$ 211.8	$ 7.9	$ 173.1	$ 392.8

The amounts reflected as proceeds (payments) from (to) intercompany transactions represent cash flows originating from transactions conducted between guarantor subsidiaries, non-guarantor subsidiaries and parent in the normal course of business operations.

20. Quarterly Results of Operations (Unaudited)

Summarized quarterly results of operations for 2010 and 2009 were as follows (see Note 3 for a discussion of the Company's acquisitions that occurred during these periods):

(in millions, except per share amounts)	First Quarter	Second Quarter	Third Quarter	Fourth Quarter (2)	Total
2010					
Net sales	$1,189.1	$1,547.5	$1,601.9	$ 1,684.2	$6,022.7
Gross profit	309.1	411.6	457.9	460.2	1,638.8
Net income (loss) as reported	(59.0)	38.4	80.6	46.7	106.7
Basic earnings (loss) per share(1)	(0.66)	0.43	0.91	0.53	1.20
Diluted earnings (loss) per share(1)	(0.66)	0.43	0.90	0.52	1.19
2009					
Net sales	$1,138.9	$1,269.7	$1,351.3	$ 1,392.7	$5,152.6
Gross profit	292.3	356.4	396.8	380.5	1,426.0
Net income as reported	8.9	44.9	73.7	1.2	128.7
Basic earnings per share(1)	0.12	0.53	0.84	0.01	1.53
Diluted earnings per share(1)	0.12	0.53	0.83	0.01	1.52

(1) Earnings per share calculations for each quarter are based on the weighted average number of shares outstanding for each period, and the sum of the quarterly amounts may not necessarily equal the annual earnings per share amounts.

(2) The results of operations for the fourth quarter of 2010 include $27.8 of acquisition-related and other costs and a foreign currency gain of $7.5 related to the Venezuela devaluation (see Note 1).

The results of operations for the fourth quarter of 2009 include a $22.9 non-cash charge for the impairment of goodwill and intangibles (see Note 6); a $17.1 charge for stock-based compensation related to certain share-based awards issued during the fourth quarter of 2009 (see Note 13); a $15.5 charge related fair value interest rate swaps not designated as effective hedges (see Note 10); a $9.2 foreign currency gain on U.S. dollar cash balances held in Venezuela (see Note 1); and a $4.7 reduction in unrecognized tax benefits (see Note 12).

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

Not Applicable.

Item 9A. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

The Company's management carried out an evaluation, under the supervision and with the participation of the Company's Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of the Company's disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934 (the "Exchange Act") as of December 31, 2010, pursuant to Exchange Act Rule 13a-15. Based upon that evaluation, the Company's Chief Executive Officer and Chief Financial Officer concluded that the Company's disclosure controls and procedures were effective as of December 31, 2010.

Management's Report on Internal Control Over Financial Reporting

Management of the Company is responsible for establishing and maintaining adequate internal control over financial reporting as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act. The Company's internal control over financial reporting is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with accounting principles generally accepted in the United States of America ("GAAP"). The Company's internal control over financial reporting includes those policies and procedures that:

- pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of the Company;
- provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with GAAP, and that receipts and expenditures of the Company are being made only in accordance with authorizations of management and directors of the Company; and
- provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the Company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

As required by Section 404 of the Sarbanes-Oxley Act of 2002, management assessed the effectiveness of the Company's internal control over financial reporting as of December 31, 2010. In making this assessment, management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in *Internal Control-Integrated Framework*.

Based on our assessment and the above criteria, management concluded that the Company maintained effective internal control over financial reporting as of December 31, 2010.

On April 1, 2010, the Company acquired Mapa Spontex. The Company has excluded Mapa Spontex's internal controls over financial reporting for fiscal year 2010 from its assessment of and conclusion on the effectiveness of its internal controls over financial reporting. Mapa Spontex constituted approximately 10% of the Company's consolidated assets at December 31, 2010 and approximately 9% of the Company's net sales for the year ended December 31, 2010.

On October 1, 2010 and December 17, 2010, the Company acquired Aero and Quickie, respectively. The Company has excluded Aero's and Quickies's internal controls over financial reporting for fiscal year 2010 from its assessment of and conclusion on the effectiveness of its internal controls over financial reporting. Aero and Quickie combined, constituted approximately 5% of the Company's consolidated assets at December 31, 2010 and less than 1% of the Company's net sales for the year ended December 31, 2010.

The effectiveness of the Company's internal control over financial reporting as of December 31, 2010 has been audited by the Company's independent auditor, PricewaterhouseCoopers LLP, an independent registered public accounting firm and issued their audit report expressing an unqualified opinion on the Company's internal control over financial reporting, as stated in their report which is included elsewhere herein.

Changes in Internal Control Over Financial Reporting

During the fourth quarter ended December 31, 2010, there was no change in internal controls over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) that materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

Item 9B. Other Information

Not Applicable

PART III

Item 10. Directors, Executive Officers and Corporate Governance

Information regarding executive officers is included in Part I of this Form 10-K as permitted by General Instruction G(3).

Jarden Corporation has adopted a "Business Conduct and Ethics Policy" ("Code") for all its employees, including its principal executive officer, principal financial officer and principal accounting officer. The Code is available on the Company's Internet website at *http://www.jarden.com*, at the tab "Governance."

Other information required by Item 10, including information regarding directors, membership and function of the audit committee, including the financial expertise of its members, and Section 16(a) compliance, appearing under the captions "Election of Directors," "Information Regarding Board of Directors and Committees" and "Other Matters" of the Company's Proxy Statement for the 2011 Annual Meeting of Stockholders is incorporated herein by reference. The Company intends to file its Proxy Statement with the Securities and Exchange Commission (the "Commission") not later than 120 days after December 31, 2010.

Item 11. Executive Compensation

The information required by Item 11 appearing under the captions "Information Regarding Board of Directors and Committees—Compensation of Directors" and "Executive Compensation" of the Company's Proxy Statement for the 2011 Annual Meeting of Stockholders is incorporated herein by reference. The Company intends to file its Proxy Statement with the Commission not later than 120 days after December 31, 2010.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

The information required by Item 12 appearing under the captions "Security Ownership of Certain Beneficial Owners and Management" and "Executive Compensation—Equity Compensation Plan Information" of the Company's Proxy Statement for the 2011 Annual Meeting of Stockholders is incorporated herein by reference. The Company intends to file its Proxy Statement with the Commission not later than 120 days after December 31, 2010.

Item 13. Certain Relationships and Related Transactions, and Director Independence

The information required by Item 13 appearing under the captions "Information Regarding Board of Directors and Committees" and "Certain Relationships and Related Transactions" of the Company's Proxy Statement for the 2011 Annual Meeting of Stockholders is incorporated herein by reference. The Company intends to file its Proxy Statement with the Commission not later than 120 days after December 31, 2010.

Item 14. Principal Accounting Fees and Services

The information required by Item 14 appearing under the caption "Independent Registered Public Accounting Firm" of the Company's Proxy Statement for the 2011 Annual Meeting of Stockholders is incorporated by reference. The Company intends to file its Proxy Statement with the Commission not later than 120 days after December 31, 2010.

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PART IV

Item 15. Exhibits, Financial Statement Schedules

The following documents are filed as part of this report:

(1) Financial Statements:

	Location In Form 10-K
Reports of independent registered public accounting firm	Item 8
Consolidated Statements of Operations—Years ended December 31, 2010, 2009 and 2008	Item 8
Consolidated Balance Sheets—December 31, 2010 and 2009	Item 8
Consolidated Statements of Cash Flows—Years ended December 31, 2010, 2009 and 2008	Item 8
Consolidated Statements of Changes in Stockholders' Equity—Years ended December 31, 2010, 2009 and 2008	Item 8
Notes to Consolidated Financial Statements	Item 8

(2) Financial Statement Schedule:

See Schedule II of this Form 10-K.

(3) Exhibits:

Copies of exhibits incorporated by reference can be obtained from the Commission and are located in Commission File No. 001-13665.

Exhibit Number	Description of Exhibit
3.1	Restated Certificate of Incorporation of the Company (filed as Exhibit 3.1 to the Company's Annual Report on Form 10-K, filed with the Commission on March 27, 2002, and incorporated herein by reference).
3.2	Certificate of Amendment of the Restated Certificate of Incorporation of the Company (filed as Exhibit 3.2 to the Company's Current Report on Form 8-K, filed with the Commission on June 4, 2002, and incorporated herein by reference).
3.3	Certificate of Amendment of the Restated Certificate of Incorporation of the Company (filed as Exhibit 3.1 to the Company's Current Report on Form 8-K, filed with the Commission on June 15, 2005, and incorporated herein by reference).
3.4	Amended and Restated Bylaws of the Company (filed as Exhibit 3.1 to the Company's Current Report on Form 8-K, filed with the Commission on December 19, 2007, and incorporated herein by reference).
3.5	Amendment No. 1 to the Amended and Restated Bylaws of the Company (filed as Exhibit 3.6 to the Company's Annual Report on Form 10-K, filed with the Commission on February 23, 2009, and incorporated herein by reference).
4.1	Base Indenture, dated February 13, 2007 (the "2007 Indenture"), between the Company and The Bank of New York, as Trustee (filed as Exhibit 4.1 to the Company's Current Report on Form 8-K, filed with the Commission on February 16, 2007 and incorporated herein by reference).

Exhibit Number	Description of Exhibit
4.2	First Supplemental Indenture to the 2007 Indenture, dated February 13, 2007 among the Company, the guarantors party thereto and The Bank of New York, as Trustee (filed as Exhibit 4.2 to the Company's Current Report on Form 8-K, filed with the Commission on February 16, 2007, and incorporated herein by reference).
4.3	Second Supplemental Indenture to the 2007 Indenture, dated February 14, 2007 among the Company, the guarantors party thereto and The Bank of New York, as Trustee (filed as Exhibit 4.3 to the Company's Current Report on Form 8-K, filed with the Commission on February 16, 2007, and incorporated herein by reference).
4.4	Third Supplemental Indenture to the 2007 Indenture, dated May 11, 2007 among the Company, the guarantors party thereto and The Bank of New York, as Trustee (filed as Exhibit 4.1 to the Company's Quarterly Report on Form 10-Q, filed with the Commission on July 31, 2007, and incorporated herein by reference).
4.5	Fourth Supplemental Indenture to the 2007 Indenture, dated July 6, 2007 among the Company, the guarantors party thereto and The Bank of New York, as Trustee (filed as Exhibit 4.1 to the Company's Quarterly Report on Form 10-Q, filed with the Commission on November 5, 2007, and incorporated herein by reference).
4.6	Fifth Supplemental Indenture to the 2007 Indenture, dated December 7, 2007 among the Company, the guarantors party thereto and The Bank of New York, as Trustee (filed as Exhibit 4.6 to the Company's Annual Report on Form 10-K filed with the Commission on February 25, 2008, and incorporated herein by reference).
4.7	Sixth Supplemental Indenture to the 2007 Indenture, dated November 23, 2009 among the Company, the guarantors party thereto and Wells Fargo Bank, National Association, as successor Trustee (filed as Exhibit 4.7 to the Company's Annual Report on Form 10-K, filed with the Commission on February 24, 2010, and incorporated herein by reference).
4.8	Seventh Supplemental Indenture to the 2007 Indenture, dated October 20, 2010 among the Company, the guarantors party thereto and Wells Fargo Bank, National Association, as successor Trustee (filed as Exhibit 4.1 to the Company's Quarterly Report on Form 10-Q, filed with the Commission on October 29, 2010 and incorporated herein by reference).
4.9	Base Indenture dated April 30, 2009 (the "2009 Indenture"), between the Company and The Bank of New York Mellon, as Trustee (filed as Exhibit 4.1 to the Company's Current Report on Form 8-K, filed with the Commission on May 6, 2009, and incorporated herein by reference).
4.10	First Supplemental Indenture to the 2009 Indenture, dated April 30, 2009, among the Company, the guarantors party thereto and The Bank of New York Mellon, as Trustee (filed as Exhibit 4.2 to the Company's Current Report on Form 8-K, filed with the Commission on May 6, 2009, and incorporated herein by reference).
4.11	Second Supplemental Indenture to the 2009 Indenture, dated November 23, 2009, among the Company, the guarantors party thereto and Wells Fargo Bank, National Association, as successor Trustee (filed as Exhibit 4.10 to the Company's Annual Report on Form 10-K, filed with the Commission on February 24, 2010, and incorporated herein by reference).
4.12	Third Supplemental Indenture to the 2009 Indenture, dated November 9, 2010, among the Company, the guarantors party thereto and Wells Fargo Bank, National Association, as Trustee (filed as Exhibit 4.2 to the Company's Current Report on Form 8-K, filed with the Commission on November 15, 2010 and incorporated herein by reference).

Exhibit Number	Description of Exhibit
4.13	Instrument of Resignation, Appointment and Acceptance, dated November 6, 2009, among the Company, the Bank of New York Mellon and Wells Fargo Bank, National Association (filed as Exhibit 4.11 to the Company's Annual Report on Form 10-K, filed with the Commission on February 24, 2010, and incorporated herein by reference).
4.14	Base Indenture dated January 20, 2010 (the "2010 Indenture"), between the Company and Wells Fargo Bank, National Association, as Trustee (filed as Exhibit 4.1 to the Company's Current Report on Form 8-K, filed with the Commission on January 22, 2010 and incorporated herein by reference).
4.15	First Supplemental Indenture to the 2010 Indenture, dated January 20, 2010, among the Company, the guarantors party thereto and Wells Fargo Bank, National Association, as Trustee (filed as Exhibit 4.2 to the Company's Current Report on Form 8-K, filed with the Commission on January 22, 2010 and incorporated herein by reference).
4.16	$100,000,000 Note due March 31, 2012 (filed as Exhibit 4.1 to the Company's Current Report on Form 8-K, filed with the Commission on April 12, 2007 and incorporated herein by reference).
4.17	Warrant for 2,206,531 shares of common stock issued to Pure Fishing Holdings, LLC (filed as Exhibit 4.2 to the Company's Current Report on Form 8-K, filed with the Commission on April 12, 2007, and incorporated herein by reference).
†10.1	Form of Indemnification Agreement (filed as Exhibit 10.13 to the Company's Registration Statement on Form 10, filed with the Commission on March 17, 1993, and incorporated herein by reference).
†10.2	List of Directors and Executive Officers party to Exhibit 10.1 (filed as Exhibit 10.10 to the Company's Annual Report on Form 10-K, filed with the Commission on March 31, 1996, and incorporated herein by reference).
†10.3	Alltrista Corporation 1998 Long Term Equity Incentive Plan, as amended and restated (filed as Exhibit 10.13 to the Company's Quarterly Report on Form 10-Q/A for the period ended June 30, 2002, filed with the Commission on October 17, 2002, and incorporated herein by reference).
†10.4	Alltrista Corporation 2001 Stock Option Plan (filed as Exhibit 10.6 to the Company's Quarterly Report on Form 10-Q, filed with the Commission on November 14, 2001, and incorporated herein by reference).
†10.5	Amendment No. 1 to the Alltrista Corporation 2001 Stock Option Plan (filed as Exhibit 10.15 to the Company's Quarterly Report on Form 10-Q/A for the period ended June 30, 2002, filed with the Commission on October 17, 2002, and incorporated herein by reference).
†10.6	Jarden Corporation Amended and Restated 2003 Stock Incentive Plan (incorporated by reference from Annex C to the Company's 2005 Definitive Proxy Statement with respect to the Company's 2005 Annual Meeting of Stockholders, as filed with the Commission on May 9, 2005).
†10.7	Amendment No. 1 to the Jarden Corporation Amended and Restated 2003 Stock Incentive Plan (filed as Exhibit 10.1 to the Company's Current Report on Form 8-K, filed with the Commission on December 19, 2007, and incorporated herein by reference).
†10.8	Jarden Corporation 2009 Stock Incentive Plan (incorporated by reference from Annex A to the Company's 2009 Definitive Proxy Statement with respect to the Company's 2009 Annual Meeting of Stockholders, as filed with the Commission on April 9, 2009).
†10.9	Jarden Corporation 2003 Employee Stock Purchase Plan (incorporated by reference from Annex C to the Company's 2003 Definitive Proxy Statement with respect to the Company's 2003 Annual Meeting of Stockholders, as filed with the Commission on March 28, 2003).

Exhibit Number	Description of Exhibit
†10.10	Amendment No. 1 to the Jarden Corporation 2003 Employee Stock Purchase Plan (filed as Exhibit 10.3 to the Company's Current Report on Form 8-K, filed with the Commission on April 13, 2005, and incorporated herein by reference).
†10.11	Amendment No. 2 to the Jarden Corporation 2003 Employee Stock Purchase Plan (filed as Exhibit 10.3 to the Company's Current Report on Form 8-K, filed with the Commission on May 5, 2005, and incorporated herein by reference).
†10.12	Jarden Corporation 2010 Employee Stock Purchase Plan (incorporated by reference from Annex A to the Company's 2010 Definitive Proxy Statement with respect to the Company's 2010 Annual Meeting of Stockholders, as filed with the Commission on April 9, 2010, and incorporated herein by reference).
†10.13	Fourth Amended and Restated Employment Agreement, dated as of January 5, 2011, between the Company and Martin E. Franklin (filed as Exhibit 10.1 to the Company's Current Report on Form 8-K, filed with the Commission on January 7, 2011, and incorporated herein by reference).
†10.14	Fourth Amended and Restated Employment Agreement, dated as of January 5, 2011, between the Company and Ian G.H. Ashken (filed as Exhibit 10.2 to the Company's Current Report on Form 8-K, filed with the Commission on January 7, 2011, and incorporated herein by reference).
†10.15	Third Amended and Restated Employment Agreement between the Company and James E. Lillie, dated as of January 5, 2011 (filed as Exhibit 10.3 to the Company's Current Report on Form 8-K, filed with the Commission on January 7, 2011, and incorporated herein by reference).
†10.16	Amended and Restated Employment Agreement between the Company and J. David Tolbert, dated as of January 9, 2009 (filed as Exhibit 10.1 to the Company's Current Report on Form 8-K, filed with the Commission on January 13, 2009, and incorporated herein by reference).
†10.17	Employment Agreement between the Company and John E. Capps, dated as of May 24, 2007 (filed as Exhibit 10.4 to the Company's Current Report on Form 8-K, filed with the Commission on May 25, 2007, and incorporated herein by reference).
†10.18	Employment Agreement between the Company and Richard T. Sansone, dated as of May 24, 2007 (filed as Exhibit 10.5 to the Company's Current Report on Form 8-K, filed with the Commission on May 25, 2007, and incorporated herein by reference).
†10.19	Equity Vesting, Lock-Up and Amendment Agreement, dated as of November 7, 2007, by and between the Company and Martin E. Franklin (filed as Exhibit 10.1 to the Company's Current Report on Form 8-K, filed with the Commission on November 8, 2007, and incorporated herein by reference).
†10.20	Equity Vesting, Lock-Up and Amendment Agreement, dated as of November 7, 2007, by and between the Company and Ian G.H. Ashken (filed as Exhibit 10.2 to the Company's Current Report on Form 8-K, filed with the Commission on November 8, 2007, and incorporated herein by reference).
†10.21	Equity Vesting, Lock-Up and Amendment Agreement, dated as of November 7, 2007, by and between the Company and James E. Lillie (filed as Exhibit 10.3 to the Company's Current Report on Form 8-K, filed with the Commission on November 8, 2007, and incorporated herein by reference).
†10.22	Equity Vesting, Lock-Up and Amendment Agreement, dated as of November 7, 2007, by and between the Company and J. David Tolbert (filed as Exhibit 10.4 to the Company's Current Report on Form 8-K, filed with the Commission on November 8, 2007, and incorporated herein by reference).

Exhibit Number	Description of Exhibit
†10.23	Equity Vesting, Lock-Up and Amendment Agreement, dated as of November 7, 2007, by and between the Company and John E. Capps (filed as Exhibit 10.5 to the Company's Current Report on Form 8-K, filed with the Commission on November 8, 2007, and incorporated herein by reference).
†10.24	Equity Vesting, Lock-Up and Amendment Agreement, dated as of November 7, 2007, by and between the Company and Richard T. Sansone (filed as Exhibit 10.6 to the Company's Current Report on Form 8-K, filed with the Commission on November 8, 2007, and incorporated herein by reference).
†10.25	Restricted Stock Award Agreement, dated as of May 24, 2007, between the Company and Martin E. Franklin (filed as Exhibit 10.6 to the Company's Current Report on Form 8-K, filed with the Commission on May 25, 2007, and incorporated herein by reference).
†10.26	Restricted Stock Award Agreement, dated as of May 24, 2007, between the Company and Ian G.H. Ashken (filed as Exhibit 10.7 to the Company's Current Report on Form 8-K, filed with the Commission on May 25, 2007, and incorporated herein by reference).
†10.27	Restricted Stock Award Agreement, dated as of May 24, 2007, between the Company and James E. Lillie (filed as Exhibit 10.8 to the Company's Current Report on Form 8-K, filed with the Commission on May 25, 2007, and incorporated herein by reference).
†10.28	Restricted Stock Agreement, dated December 15, 2009, between the Company and Martin E. Franklin (filed as Exhibit 10.5 to the Company's Current Report on Form 8-K, filed with the Commission on December 18, 2009, and incorporated herein by reference).
†10.29	Restricted Stock Agreement, dated December 15, 2009, between the Company and Ian G.H. Ashken (filed as Exhibit 10.6 to the Company's Current Report on Form 8-K, filed with the Commission on December 18, 2009, and incorporated herein by reference).
†10.30	Restricted Stock Agreement, dated December 15, 2009, between the Company and James E. Lillie (filed as Exhibit 10.7 to the Company's Current Report on Form 8-K, filed with the Commission on December 18, 2009, and incorporated herein by reference).
†10.31	Restricted Stock Agreement, dated January 5, 2010, between the Company and Martin E. Franklin (filed as Exhibit 10.4 to the Company's Current Report on Form 8-K, filed with the Commission on January 8, 2010, and incorporated herein by reference).
†10.32	Restricted Stock Agreement, dated January 5, 2010, between the Company and Ian G.H. Ashken (filed as Exhibit 10.5 to the Company's Current Report on Form 8-K, filed with the Commission on January 8, 2010, and incorporated herein by reference).
†10.33	Restricted Stock Agreement, dated January 5, 2010, between the Company and James E. Lillie (filed as Exhibit 10.6 to the Company's Current Report on Form 8-K, filed with the Commission on January 8, 2010, and incorporated herein by reference).
†10.34	Restricted Stock Agreement, dated January 5, 2011, between the Company and Martin E. Franklin (filed as Exhibit 10.4 to the Company's Current Report on Form 8-K, filed with the Commission on January 7, 2011, and incorporated herein by reference).
†10.35	Restricted Stock Agreement, dated January 5, 2011, between the Company and Ian G.H. Ashken (filed as Exhibit 10.5 to the Company's Current Report on Form 8-K, filed with the Commission on January 7, 2011, and incorporated herein by reference).
†10.36	Restricted Stock Agreement, dated January 5, 2011, between the Company and James E. Lillie (filed as Exhibit 10.6 to the Company's Current Report on Form 8-K, filed with the Commission on January 7, 2011, and incorporated herein by reference).

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Exhibit Number	Description of Exhibit
10.37	Credit Agreement, dated as of January 24, 2005, among the Company, as the borrower, Canadian Imperial Bank of Commerce, as administrative agent, Citicorp USA, Inc., as syndication agent, and Bank of America, N.A., National City Bank of Indiana and SunTrust Bank, as co-documentation agents, and Citigroup Global Markets Inc. and CIBC World Markets Corp., as joint-lead arrangers and joint book-running managers, and the lenders and letters of credit issuers parties thereto (filed as Exhibit 10.1 to the Company's Current Report on Form 8-K, filed with the Commission on January 27, 2005, and incorporated herein by reference).
10.38	Pledge and Security Agreement, dated as of January 24, 2005, by and among the Company and the several subsidiary grantors signatories thereto (filed as Exhibit 10.2 to the Company's Current Report on Form 8-K, filed with the Commission on January 27, 2005, and incorporated herein by reference).
10.39	Guaranty, dated as of January 24, 2005, of the several subsidiary guarantors signatories thereto (filed as Exhibit 10.3 to the Company's Current Report on Form 8-K, filed with the Commission on January 27, 2005, and incorporated herein by reference).
10.40	Amendment No. 1 to the Credit Agreement dated April 11, 2005 by and among the Company and CIBC, as Administrative Agent (filed as Exhibit 10.1 to the Company's Current Report on Form 8-K, filed with the Commission on April 13, 2005, and incorporated herein by reference).
10.41	Consent, Agreement and Affirmation of Guaranty (filed as Exhibit 10.2 to the Company's Current Report on Form 8-K, filed with the Commission on April 13, 2005, and incorporated herein by reference).
10.42	Amendment No. 2 to the Credit Agreement and Amendment No. 1 to Pledge and Security Agreement dated July 18, 2005 by and among the Company and CIBC, as Administrative Agent (filed as Exhibit 10.1 to the Company's Current Report on Form 8-K, filed with the Commission on July 20, 2005, and incorporated herein by reference).
10.43	Consent, Agreement and Affirmation of Guaranty (filed as Exhibit 10.2 to the Company's Current Report on Form 8-K, filed with the Commission on July 20, 2005, and incorporated herein by reference).
10.44	Amendment No. 3 to the Credit Agreement dated December 21, 2005 by and among the Company and CIBC, as Administrative Agent (filed as Exhibit 10.51 to the Company's Annual Report on Form 10-K, filed with the Commission on March 9, 2006, and incorporated herein by reference).
10.45	Consent, Agreement and Affirmation of Guaranty (filed as Exhibit 10.52 to the Company's Annual Report on Form 10-K, filed with the Commission on March 9, 2006, and incorporated herein by reference).
10.46	Amendment No. 4 to the Credit Agreement dated February 24, 2006 by and among the Company and CIBC, as Administrative Agent (filed as Exhibit 10.53 to the Company's Annual Report on Form 10-K, filed with the Commission on March 9, 2006, and incorporated herein by reference).
10.47	Consent, Agreement and Affirmation of Guaranty (filed as Exhibit 10.54 to the Company's Annual Report on Form 10-K, filed with the Commission on March 9, 2006, and incorporated herein by reference).
10.48	Amendment No. 5 to the Credit Agreement and Amendment No. 2 to Pledge and Security Agreement dated August 23, 2006 by and among the Company and CIBC, as Administrative Agent (filed as Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q filed with the Commission on October 27, 2006, and incorporated herein by reference).

Exhibit Number	Description of Exhibit
10.49	Consent, Agreement and Affirmation of Guaranty (filed as Exhibit 10.2 to the Company’s Quarterly Report on Form 10-Q filed with the Commission on October 27, 2006, and incorporated herein by reference).
10.50	Amendment No. 6 to the Credit Agreement dated December 14, 2006 by and among the Company and CIBC, as Administrative Agent (filed as Exhibit 10.1 to the Company’s Current Report on Form 8-K, filed with the Commission on December 19, 2006, and incorporated herein by reference).
10.51	Consent, Agreement and Affirmation of Guaranty (filed as Exhibit 10.2 to the Company’s Current Report on Form 8-K, filed with the Commission on December 19, 2006, and incorporated herein by reference).
10.52	Amendment No. 7 to Credit Agreement and Amendment No. 3 to Pledge and Security Agreement dated February 13, 2007, among the Company and CIBC, as Administrative Agent (filed as Exhibit 10.1 to the Company’s Current Report on Form 8-K, filed with the Commission on February 16, 2007, and incorporated herein by reference).
10.53	Consent, Agreement and Affirmation of Guaranty (filed as Exhibit 10.2 to the Company’s Current Report on Form 8-K, filed with the Commission on February 16, 2007 and incorporated herein by reference).
10.54	Amendment No. 8 to Credit Agreement dated August 8, 2007, among the Company, Lehman Commercial Paper Inc., as Administrative Agent and other parties thereto (filed as Exhibit 10.1 to the Company’s Current Report on Form 8-K, filed with the Commission on August 14, 2007, and incorporated herein by reference).
10.55	Consent, Agreement and Affirmation of Guaranty (filed as Exhibit 10.2 to the Company’s Current Report on Form 8-K, filed with the Commission on August 14, 2007, and incorporated herein by reference).
10.56	Amendment No. 9 to Credit Agreement, dated as of May 23, 2008, among the Company, Lehman Commercial Paper, Inc., as administrative agent, Citicorp USA, Inc., as syndication agent, and each incremental lender identified on the signature pages thereto (filed as Exhibit 10.2 to the Company’s Quarterly Report on Form 10-Q filed with the Commission on July 31, 2008, and incorporated herein by reference).
10.57	Consent, Agreement and Affirmation of Guaranty (filed as Exhibit 10.3 to the Company’s Quarterly Report on Form 10-Q filed with the Commission on July 31, 2008, and incorporated herein by reference).
10.58	Amendment No. 10 to Credit Agreement and Amendment No. 4 to Pledge and Security Agreement dated January 29, 2009, among the Company, Lehman Commercial Paper, Inc., as administrative agent, Citicorp USA, Inc., as syndication agent, and each incremental lender identified on the signature pages thereto (filed as Exhibit 10.1 to the Company’s Current Report on Form 8-K, filed with the Commission on February 4, 2009, and incorporated herein by reference).
10.59	Consent, Agreement and Affirmation of Guaranty (filed as Exhibit 10.2 to the Company’s Current Report on Form 8-K, filed with the Commission on February 4, 2009, and incorporated herein by reference).
10.60	Amendment No. 11 to Credit Agreement, dated as of April 24, 2009, among the Company, Deutsche Bank AG New York Branch, as administrative agent, and each lender identified on the signature pages thereto (filed as Exhibit 10.1 to the Company’s Current Report on Form 8-K, filed with the Commission on April 29, 2009, and incorporated herein by reference).

Exhibit Number	Description of Exhibit
10.61	Consent, Agreement and Affirmation of Guaranty (filed as Exhibit 10.2 to the Company's Current Report on Form 8-K, filed with the Commission on April 29, 2009, and incorporated herein by reference).
10.62	Extended Revolving Credit Sub-Commitment Agreement, dated as of August 4, 2009, among Jarden Corporation, Deutsche Bank AG New York Branch, as administrative agent, and each lender identified on the signature pages thereto (filed as Exhibit 10.1 to the Company's Current Report on Form 8-K, filed with the Commission on August 10, 2009, and incorporated herein by reference).
10.63	Amendment No. 12 to Credit Agreement, dated as of August 20, 2009, among the Company, Deutsche Bank AG New York Branch, as administrative agent, Citicorp USA, Inc., as syndication agent, and each lender identified on the signature pages thereto (filed as Exhibit 10.1 to the Company's Current Report on Form 8-K, filed with the Commission on August 26, 2009, and incorporated herein by reference).
10.64	Consent, Agreement and Affirmation of Guaranty (filed as Exhibit 10.2 to the Company's Current Report on Form 8-K, filed with the Commission on August 26, 2009, and incorporated herein by reference).
10.65	Amendment No. 13 to Credit Agreement and Amendment No. 5 to Pledge and Security Agreement dated January 22, 2010, among the Company, Deutsche Bank AG New York Branch, as administrative agent, Citicorp USA, Inc., as syndication agent, and each incremental lender identified on the signature pages thereto (filed as Exhibit 10.1 to the Company's Current Report on Form 8-K, filed with the Commission on January 22, 2010, and incorporated herein by reference).
10.66	Consent, Agreement and Affirmation of Guaranty (filed as Exhibit 10.2 to the Company's Current Report on Form 8-K, filed with the Commission on January 22, 2010, and incorporated herein by reference).
††10.67	Amendment No. 14 to Credit Agreement and Amendment No. 6 to Pledge and Security Agreement, dated as of August 26, 2010, among the Company, Deutsche Bank AG New York Branch, as administrative agent, Citicorp USA, Inc., as syndication agent, and each incremental lender or other party identified on the signature pages thereto.
10.68	Consent, Agreement and Affirmation of Guaranty (filed as Exhibit 10.2 to the Company's Current Report on Form 8-K, filed with the Commission on September 1, 2010, and incorporated herein by reference).
10.69	Amendment No. 15 to Credit Agreement dated as of November 5, 2010, among the Company, Barclays Bank PLC, as administrative agent, and each incremental lender or other party identified on the signature pages thereto (filed as Exhibit 10.1 to the Company's Current Report on Form 8-K, filed with the Commission on November 8, 2010, and incorporated herein by reference).
10.70	Consent, Agreement and Affirmation of Guaranty (filed as Exhibit 10.2 to the Company's Current Report on Form 8-K, filed with the Commission on November 8, 2010, and incorporated herein by reference).
10.71	Second Amended and Restated Loan Agreement, dated as of July 29, 2010, among the Company, as initial servicer; Jarden Receivables, LLC, as borrower; Three Pillars Funding LLC and Wells Fargo Bank, National Association, as lenders, and SunTrust Robinson Humphrey, Inc., as administrator, together with the Reaffirmation, Acknowledgement and Consent of Performance Guarantor thereunder executed by the Company (filed as Exhibit 10.1 to the Company's Current Report on Form 8-K, filed with the Commission on August 4, 2010, and incorporated herein by reference).

Exhibit Number	Description of Exhibit
10.72	Second Amended and Restated Receivables Contribution and Sales Agreement, dated as of July 29, 2010, among the originators party thereto and Jarden Receivables, LLC, as buyer (filed as Exhibit 10.2 to the Company's Current Report on Form 8-K, filed with the Commission on August 4, 2010, and incorporated herein by reference).
10.73	Performance Undertaking, dated August 8, 2007, executed by Jarden Corporation, as performance guarantor, in favor of Jarden Receivables LLC, as beneficiary (filed as Exhibit 10.6 to the Company's Current Report on Form 8-K, filed with Commission on August 14, 2007, and incorporated herein by reference).
10.74	Second Amended and Restated Lender Note, dated July 29, 2010, executed by Jarden Receivables, LLC in favor of Three Pillars Funding LLC (filed as Exhibit 10.3 to the Company's Current Report on Form 8-K, filed with the Commission on August 4, 2010, and incorporated herein by reference).
10.75	Lender Note, dated July 29, 2010, executed by Jarden Receivables, LLC in favor of Wells Fargo Bank, National Association (filed as Exhibit 10.4 to the Company's Current Report on Form 8-K, filed with the Commission on August 4, 2010, and incorporated herein by reference).
10.76	Form of 7 1/2% Senior Subordinated Note due 2017 (filed as Exhibit A to Exhibit 4.2 to the Company's Current Report on Form 8-K, filed with the Commission on February 16, 2007 and incorporated herein by reference).
10.77	Form of 8% Senior Notes Due 2016 (filed as Exhibit A to Exhibit 4.2 to the Company's Current Report on Form 8-K, filed with the Commission on May 6, 2009, and incorporated herein by reference).
10.78	Form of 7 1/2% Senior Subordinated Dollar Note Due 2020 (filed as Exhibit A to Exhibit 4.3 to the Company's Current Report on Form 8-K, filed with the Commission January 22, 2010, and incorporated herein by reference).
10.79	Form of 7 1/2% Senior Subordinated Euro Note Due 2020 (filed as Exhibit A to Exhibit 4.4 to the Company's Current Report on Form 8-K, filed with the Commission January 22, 2010, and incorporated herein by reference).
10.80	Form of 6 1/8% Senior Note Due 2022 (filed as Exhibit A to Exhibit 4.4 to the Company's Current Report on Form 8-K, filed with the Commission November 15, 2010, and incorporated herein by reference).
10.81	Share Purchase Agreement, dated April 1, 2010, by and among the Company, Total S.A. and Camping Gaz (Deutschland) GmbH (filed as Exhibit 10.1 to the Company's Current Report on Form 8-K, filed with the Commission April 7, 2010, and incorporated herein by reference).
*12.1	Computation of Ratio of Earnings to Fixed Charges.
*21.1	Subsidiaries of the Company.
*23.1	Consent of Independent Registered Public Accounting Firm.
*24.1	Power of Attorney (included on the signature page hereto).
*31.1	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
*31.2	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
*32.1	Certification pursuant to 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

Exhibit Number	Description of Exhibit
101	The following materials from the Company's Annual Report on Form 10-K for the year ended December 31, 2010, formatted in XBRL (Extensible Business Reporting Language): (i) the Condensed Consolidated Statements of Operations for the years ended December 31, 2010, 2009 and 2008 (ii) the Condensed Consolidated Balance Sheets at December 31, 2010 and 2009, (iii) the Condensed Consolidated Statements of Cash Flows for the year ended December 31, 2010, 2009 and 2008, and (iv) Notes to Condensed Consolidated Financial Statements, tagged as blocks of text. Users of this data are advised pursuant to Rule 406T of Regulation S-T that this interactive data file is deemed not filed or part of a registration statement or prospectus for purposes of Sections 11 or 12 of the Securities Act of 1933, as amended, is deemed not filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and otherwise is not subject to liability under these sections.

* Filed herewith

† This Exhibit represents a management contract or compensatory plan.

†† Exhibit 10.67 to this Annual Report on Form 10-K is filed herewith and supersedes and replaces (i) Exhibit 10.1 to the Company's Current Report on Form 8-K, filed with the Commission on September 1, 2010, and (ii) Exhibit 10.6 to the Company's Quarterly Report on Form 10-Q, filed with the Commission on October 29, 2010, to correct certain typographical errors.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

JARDEN CORPORATION
(Registrant)

By: /S/ MARTIN E. FRANKLIN
Martin E. Franklin
Chairman and Chief Executive Officer
February 24, 2011

We, the undersigned directors and officers of Jarden Corporation, hereby severally constitute Martin E. Franklin and Ian G.H. Ashken, and each of them singly, our true and lawful attorneys with full power to them and each of them to sign for us, in our names in the capacities indicated below, any and all amendments to this Annual Report on Form 10-K filed with the Securities and Exchange Commission.

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed by the following persons on behalf of the registrant and in the capacities and on the dates indicated below.

/S/ MARTIN E. FRANKLIN Martin E. Franklin	Chairman and Chief Executive Officer (Principal Executive Officer)	February 24, 2011
/S/ IAN G.H. ASHKEN Ian G.H. Ashken	Vice Chairman and Chief Financial Officer (Principal Financial Officer)	February 24, 2011
/S RICHARD T. SANSONE Richard T. Sansone	Principal Accounting Officer	February 24, 2011
/S/ RENÉ-PIERRE AZRIA René-Pierre Azria	Director	February 24, 2011
/S/ MICHAEL S. GROSS Michael Gross	Director	February 24, 2011
/S/ RICHARD J. HECKMANN Richard Heckmann	Director	February 24, 2011
/S/ DOUGLAS W. HUEMME Douglas W. Huemme	Director	February 24, 2011
/S/ RICHARD L. MOLEN Richard L. Molen	Director	February 24, 2011
/S/ IRWIN D. SIMON Irwin D. Simon	Director	February 24, 2011
/S/ ROBERT L. WOOD Robert L. Wood	Director	February 24, 2011

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Schedule II

JARDEN CORPORATION

VALUATION AND QUALIFYING ACCOUNTS AND RESERVES
(in millions)

	Balance at beginning of period	Charges to costs and expense	Deductions from reserves	Other(2)	Balance at end of period
Reserves against accounts receivable(1):					
2010	$ (60.7)	$ (45.2)	$ 40.4	$ 0.8	$ (64.7)
2009	(65.2)	(59.4)	65.3	(1.4)	(60.7)
2008	(72.3)	(67.8)	76.9	(2.0)	(65.2)

(1) Principally consisting of reserves for uncollectable accounts and sales returns and allowances.
(2) Principally consisting of foreign currency translation.

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JARDEN CORPORATION
ANNUAL REPORT ON FORM 10-K
FOR THE YEAR ENDED DECEMBER 31, 2010

EXHIBIT INDEX

Copies of exhibits incorporated by reference can be obtained from the Commission and are located in Commission File No. 001-13665.

Exhibit Number	Description of Exhibit
††10.67	Amendment No. 14 to Credit Agreement and Amendment No. 6 to Pledge and Security Agreement, dated as of August 26, 2010, among the Company, Deutsche Bank AG New York Branch, as administrative agent, Citicorp USA, Inc., as syndication agent, and each incremental lender or other party identified on the signature pages thereto.
*12.1	Computation of Ratio of Earnings to Fixed Charges.
*21.1	Subsidiaries of the Company.
*23.1	Consent of Independent Registered Public Accounting Firm.
*24.1	Power of Attorney (included on the signature page hereto).
*31.1	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
*31.2	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
*32.1	Certification pursuant to 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101	The following materials from the Company's Annual Report on Form 10-K for the year ended December 31, 2010, formatted in XBRL (Extensible Business Reporting Language): (i) the Condensed Consolidated Statements of Operations for the years ended December 31, 2010, 2009 and 2008 (ii) the Condensed Consolidated Balance Sheets at December 31, 2010 and 2009, (iii) the Condensed Consolidated Statements of Cash Flows for the year ended December 31, 2010, 2009 and 2008 and (iv) Notes to Condensed Consolidated Financial Statements, tagged as blocks of text. Users of this data are advised pursuant to Rule 406T of Regulation S-T that this interactive data file is deemed not filed or part of a registration statement or prospectus for purposes of Sections 11 or 12 of the Securities Act of 1933, as amended, is deemed not filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and otherwise is not subject to liability under these sections.

* Filed herewith

† This Exhibit represents a management contract or a compensatory plan.

†† Exhibit 10.67 to this Annual Report on Form 10-K is filed herewith and supersedes and replaces (i) Exhibit 10.1 to the Company's Current Report on Form 8-K, filed with the Commission on September 1, 2010, and (ii) Exhibit 10.6 to the Company's Quarterly Report on Form 10-Q, filed with the Commission on October 29, 2010, to correct certain typographical errors.

Exhibit 10.67

AMENDMENT NO. 14 TO CREDIT AGREEMENT
AND
AMENDMENT NO. 6 TO PLEDGE AND SECURITY AGREEMENT

This AMENDMENT NO. 14 TO CREDIT AGREEMENT AND AMENDMENT NO. 6 TO PLEDGE AND SECURITY AGREEMENT, dated as of August 26, 2010 (this "***Amendment***"), among JARDEN CORPORATION, a Delaware corporation (the "***Borrower***"), DEUTSCHE BANK AG NEW YORK BRANCH ("***DBNY***"), as Administrative Agent (as defined below), as the Swing Line Lender and the Foreign Currency Fronting Lender under the Credit Agreement referred to below (collectively, in such capacities, the "***Existing Agent***") and each Lender party hereto, amends certain provisions of (i) the CREDIT AGREEMENT, dated as of January 24, 2005 (as amended, supplemented, restated and/or otherwise modified from time to time, the "***Credit Agreement***"), among the Borrower, the Lenders and the L/C Issuers party thereto from time to time, DBNY, as administrative agent for the Lenders and the L/C Issuers (in such capacity, and as agent for the Secured Parties under the Collateral Documents, together with its successors in such capacity, the "***Administrative Agent***"), CITICORP USA, INC. ("***CUSA***"), as syndication agent for the Lenders and the L/C Issuers (in such capacity, together with its successors in such capacity, the "***Syndication Agent***"), and BANK OF AMERICA, N.A., PNC BANK, NATIONAL ASSOCIATION (as successor to NATIONAL CITY BANK OF INDIANA) ("***PNC Bank***"), and SUNTRUST BANK, as co-documentation agents for the Lenders and L/C Issuers, and (ii) the PLEDGE AND SECURITY AGREEMENT, dated as of January 24, 2005 (as amended, supplemented, restated or otherwise modified from time to time, the "***Pledge and Security Agreement***"), among the Borrower, as a Grantor (as defined therein), each other Grantor from time to time party thereto, and the Administrative Agent. Unless otherwise specified herein, all capitalized terms used in this Amendment shall have the meanings ascribed to such terms in the Credit Agreement.

WITNESSETH:

WHEREAS, DBNY desires to resign from its capacities as the Administrative Agent, L/C Issuer, the Swing Line Lender and the Foreign Currency Fronting Lender under the Loan Documents, and Barclays Bank PLC ("***Barclays***") desires to be appointed as the successor Administrative Agent (in such capacity, the "***Successor Administrative Agent***"), the successor Swing Line Lender (in such capacity, the "***Successor Swing Line Lender***") and the successor Foreign Currency Fronting Lender (in such capacity, the "***Successor Foreign Currency Fronting Lender***") under the Loan Documents, each effective as of the Effective Date (as defined below), pursuant to a resignation and assignment agreement, dated the date hereof (the "***DBNY Resignation and Assignment Agreement***"), among the Borrower, the other Loan Parties, the Existing Agent and Barclays, as the Successor Administrative Agent, the Successor Swing Line Lender and the Successor Foreign Currency Fronting Lender (collectively, in such capacities, the "***Successor Agent***");

WHEREAS, the Administrative Agent and the Successor Administrative Agent request that the Required Lenders consent to such resignation by DBNY and appointment of Barclays and waive the provisions of *Section 9.09(a) (Successor Agents)* of the Credit Agreement requiring 30 days' notice of the Administrative Agent's resignation;

WHEREAS, DBNY requests that the Borrower and the Agents consent to its resignation as the Foreign Currency Fronting Lender and waive the provision of *Section 2.17* (*Resignation or Removal of the Foreign Currency Fronting Lender*) of the Credit Agreement requiring 30 days' notice of such resignation;

WHEREAS, CUSA desires to resign from its capacity as the Syndication Agent under the Credit Agreement and as a L/C Issuer, and DBNY desires to be appointed as the successor Syndication Agent (in such capacity, the "***Successor Syndication Agent***") under the Credit Agreement, effective as of the Effective Date;

WHEREAS, the Syndication Agent and the Successor Syndication Agent request that the Required Lenders consent to such resignation by CUSA and appointment of DBNY and waive the provisions of *Section 9.09(b) (Successor Agents)* of the Credit Agreement requiring 30 days' notice of the Syndication Agent's resignation;

WHEREAS, the Borrower and the Lenders executing the Fourteenth Amendment desire to amend, to grant consents and waivers to and to enter into agreements with respect to, certain provisions of the Credit Agreement as more fully described herein;

WHEREAS, the Borrower and the other Grantors party thereto and the Lenders executing the Fourteenth Amendment additionally desire to make certain amendments to the Pledge and Security Agreement as more fully described herein; and

WHEREAS, the Borrower, each Guarantor party to the Guarantor Consent (as defined below), the Lenders and the Administrative Agent agree, subject to the limitations and conditions set forth herein, to amend or otherwise modify the Credit Agreement and the Pledge and Security Agreement, and to grant consents and waivers to, and enter into agreements with respect to, certain provisions of the Credit Agreement, in each case as set forth herein;

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

Section 1. Consents and Waivers.

(a) *Waiver.* Effective as of the Effective Date and subject to the satisfaction of the conditions set forth in *Section 6 (Conditions to Effectiveness)* hereof, the Required Lenders hereby waive the requirement under *Section 9.09(a) (Successor Agents)* of the Credit Agreement that the Lenders shall have received at least 30 days' prior notice of the resignation of DBNY as the Administrative Agent and as a L/C Issuer.

(b) *Consent Regarding Administrative Agent*. Effective as of the Effective Date and subject to the satisfaction of the conditions set forth in Section 6 *(Conditions to Effectiveness)* hereof, the Required Lenders and the Borrower, in accordance with Section 9.09(a) *(Successor Agents)* of the Credit Agreement, hereby (i) consent to the appointment of Barclays as the Successor Administrative Agent (including, in its capacity as Enforcement Agent under, and as defined in, the Local Credit Facility Intercreditor Agreement) and the Successor Swing Line Lender and (ii) consent to all of the terms of, and authorize the Existing Agent and the Successor Agent to enter into, the DBNY Resignation and Assignment Agreement.

(c) *Foreign Currency Fronting Lender*. Effective as of the Effective Date and subject to the satisfaction of the conditions set forth in *Section 6 (Conditions to Effectiveness)* hereof, the Borrower and the Agents hereby (i) waive the requirement that the Borrower and the Agents shall have received at least 30 days' prior written notice of the resignation of the Foreign Currency Fronting Lender, and (ii) consent to the resignation of DBNY as the Foreign Currency Fronting Lender and the appointment of Barclays as the Successor Foreign Currency Fronting Lender.

(d) *L/C Issuer.*

(i) By executing this Amendment, each of DBNY and CUSA hereby resigns as a L/C Issuer.

(ii) Effective as of the Effective Date and subject to the satisfaction of the conditions set forth in *Section 6 (Conditions to Effectiveness)* hereof, the Required Lenders and the Borrower, in accordance with *Section 9.09(a) (Successor Agents)* of the Credit Agreement, hereby agree that DBNY, as a resigning L/C Issuer, shall remain a party to the Credit Agreement and shall continue to have all the rights and obligations of an "L/C Issuer" under the Credit Agreement and the other Loan Documents with respect to each Letter of Credit issued by such L/C Issuer and outstanding at such time of resignation, if any (including, without limitation, the right to receive fronting fees pursuant to *Section 2.04(j) (Fronting Fee and Documentary and Processing Charges Payable to L/C Issuer))* until such time as no such Letter of Credit(s) issued by such L/C Issuer remain outstanding, but shall not be required to issue new (or renew or extend existing) Letters of Credit.

(iii) By executing this Amendment, each of PNC Bank and Sovereign Bank hereby agree to serve as a L/C Issuer under and pursuant to the terms of the Credit Agreement and to be bound by all of the terms of the Credit Agreement applicable to L/C Issuers. Effective as of the Effective Date and subject to the satisfaction of the conditions set forth in *Section 6 (Conditions to Effectiveness)* hereof, the Borrower and the Administrative Agent, in accordance with the definition of "L/C Issuer" in *Section 1.01 (Definitions)* of the Credit Agreement, hereby approve each of PNC Bank and Sovereign Bank as a L/C Issuer and acknowledge and agree that each of PNC Bank and Sovereign Bank shall be entitled to all of the rights of a L/C Issuer under the terms of the Credit Agreement.

(e) *Syndication Agent.* By executing this Amendment, CUSA hereby resigns as Syndication Agent. Effective as of the Effective Date and subject to the satisfaction of the conditions set forth in *Section 6 (Conditions to Effectiveness)* hereof, the Required Lenders and the Borrower hereby (i) waive the requirement under *Section 9.09(b) (Successor Agents)* of the Credit Agreement that the Lenders shall have received at least 30 days' prior notice of the resignation of CUSA as the Syndication Agent, and (ii) hereby consent to the resignation of CUSA as Syndication Agent and the appointment of DBNY as the Successor Syndication Agent.

Section 2. Release of Claims. Except solely for the obligations of DBNY expressly set forth in this Amendment or the DBNY Resignation and Assignment Agreement, each of the Borrower and the other Loan Parties hereby unconditionally and irrevocably release, waive, acquit and discharge all liabilities, claims, suits, debts, liens, losses, causes of action, demands, rights, damages or costs, or expenses of any kind, character or nature whatsoever, known or unknown, fixed or contingent (collectively, the "***Claims***") which any of them may have or claim to have against DBNY (solely in its capacity as Administrative Agent, Swing Line Lender and Foreign Currency Fronting Lender (but not as a Lender)), its parents, subsidiaries, affiliates and shareholders and each of their respective agents, employees, officers, directors, representatives, attorneys, successors and assigns (in each case in its capacity as Administrative Agent, Swing Line Lender or Foreign Currency Fronting Lender (but not as a Lender), collectively, the "***DB Released Parties***") by reason of any matter, cause or thing whatsoever occurring from the beginning of the world to the date hereof, in any manner related to Claims arising out of or in connection with the Loan Documents, any obligations thereunder or any other agreement or transaction contemplated thereby or any action taken in connection therewith and all foreign exchange forward and commodities hedging contracts entered into between Borrower and DBNY and assignees, if any, or any other agreement or transaction contemplated thereby or any action taken in connection therewith. Each of the Borrower and the other Loan Parties further agree forever to refrain from commencing, instituting or prosecuting any lawsuit, action or other proceeding against any DB Released Parties with respect to any and all of the foregoing described or released, waived, acquitted and discharged Claims or from exercising any right of recoupment or setoff that it may have under a master netting agreement or otherwise against any DB Released Party with respect to Obligations under the Loan Documents. Each of the DB Released Parties shall be a third party beneficiary of this Agreement.

Section 3. Certain Amendments to the Credit Agreement. As of the Effective Date, and subject to the satisfaction of the conditions set forth in *Section 6 (Conditions to Effectiveness)* hereof:

(a) *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby amended by inserting the following definitions in such *Section 1.01* in the appropriate place to preserve the alphabetical order of the definitions in such *Section 1.01*:

"***2010 Extended Revolving Credit Sub-Commitment***" means, as to each Revolving Lender, its obligation to (a) make Revolving Loans to the Borrower pursuant to *Section 2.02(a) (Revolving Loans; Foreign Currency Loans)*, (b) purchase participations in L/C Obligations, (c) purchase participations in Swing Line Loans and (d) purchase participations in Foreign Currency Loans, in each case through the Second Extended Revolving Credit Maturity Date, in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such 2010 Extended Revolving Lender's name on *Schedule I-B (Revolving Credit Commitments)* under the heading "2010 Extended Revolving Credit Sub-Commitment", as such amount may be reduced or adjusted from time to time in accordance with this Agreement. The 2010 Extended Revolving Credit Sub-Commitment of each Revolving Lender is a sub-limit of the Revolving Credit Commitment of the respective Revolving Lender and not an additional commitment and, in no event, may exceed at any time, when added to the 2010 Non-Extended Revolving Credit Sub-Commitment of such Revolving Lender at such time, the Revolving Credit Commitment of such Revolving Lender at such time.

"***2010 Extended Revolving Credit Sub-Commitment Agreement***" means an agreement substantially in the form of *Exhibit M (Form of 2010 Extended Revolving Credit Sub-Commitment Agreement)*.

"***2010 Extended Revolving Credit Sub-Commitment Effective Date***" means the date of effectiveness of the 2010 Extended Revolving Credit Sub-Commitment Agreement.

"***2010 Extending Revolving Lender***" means, at any time, each Revolving Lender with a 2010 Extended Revolving Credit Sub-Commitment at such time or, following the termination of the 2010 Extended Revolving Credit Sub-Commitments, that has Revolving Credit Outstandings or participations in outstanding Foreign Currency Loans, Letters of Credit or Swing Line Loans made pursuant to a 2010 Extended Revolving Credit Sub-Commitment.

"***2010 Extending Term Lender***" means any Term Loan Lender that has submitted an executed Term Loan 2010 Extension Election with respect to all or a portion of its Term Loan B1, Term Loan B2 and/or Term Loan B3 (as applicable) in accordance with the instructions provided on the signature page to the Fourteenth Amendment prior to the deadline specified in the Fourteenth Amendment.

"***2010 Non-Extended Revolving Credit Sub-Commitment***" means, as to any Revolving Lender at any time, the excess (if any) of (x) such Revolving Lender's Revolving Credit Commitment at such time over (y) such Revolving Lender's 2010 Extended Revolving Credit Commitment at such time. The 2010 Non-Extended Revolving Credit Sub-Commitment of each Revolving Lender is a sub-limit of the Revolving Credit Commitment of the respective Revolving Lender and not an additional commitment and, in no event, may exceed at any time, when added to the 2010 Extended Revolving Credit Sub-Commitment of such Revolving Lender at such time, the Revolving Credit Commitment of such Revolving Lender at such time.

"***B1 2010 Converted Term Loan***" has the meaning assigned to such term in *Section 2.01(d)(Term Loan; Facilities Increase)*.

"***B2 2010 Converted Term Loan***" has the meaning assigned to such term in *Section 2.01(d)(Term Loan; Facilities Increase)*.

"***B3 2010 Converted Term Loan***" has the meaning assigned to such term in *Section 2.01(d)(Term Loan; Facilities Increase)*.

"***Barclays***" means Barclays Bank PLC.

"***DBNY Resignation and Assignment Agreement***" means that certain DBNY Resignation and Assignment Agreement, dated as of August 26, 2010, among the Borrower, the other Loan Parties, DBNY, as Existing Agent, Existing Swing Line Lender and Existing Foreign Currency Fronting Lender (each as defined therein), and Barclays, as Successor Agent, Successor Swing Line Lender and Successor Foreign Currency Fronting Lender (each as defined therein).

"***Fourteenth Amendment***" means that certain Amendment No. 14 to Credit Agreement and Amendment No. 6 to Pledge and Security Agreement, dated as of August 26, 2010, among the Borrower, the Agents and each Lender party thereto.

"***Fourteenth Amendment Effective Date***" means the date on which the Fourteenth Amendment shall have become effective in accordance with its terms.

"***Operating Lease***" means any operating lease that is required to be treated as a capital lease in accordance with GAAP as a result of any changes in accounting principles after the Fourteenth Amendment Effective Date that is required by the promulgation of any rule, regulation, pronouncement or opinion by the Financial Accounting Standards Board or, if applicable, the Securities and Exchange Commission.

"***Permitted Restructured Foreign Subsidiary***" means any Foreign Subsidiary that, at the time of the proposed transaction under *Section 7.04 (Fundamental Changes)*, (i) has total assets (including Equity Securities of other Subsidiaries), when aggregated with the assets of all other Foreign Subsidiaries, excluding the assets of any Foreign Subsidiaries (including Equity Securities of other Subsidiaries) set forth on *Schedule 7.04(a)* or *Schedule 7.04(b)* that have previously been or substantially simultaneously are the subject of a liquidation, wind up, dissolution, deregistration or similar action or restructuring solely permitted pursuant to any proviso of *Section 7.04 (Fundamental Changes)* of less than 5% of the total assets of the Borrower and its consolidated Subsidiaries (calculated as of the most recent fiscal period with respect to which the Administrative Agent shall have received financial statements required to be delivered pursuant to *Sections 6.01(a)* or *(b) (Financial Statements)*), provided that in connection with such calculation in respect of any previously liquidated, wound up, dissolved or deregistered Foreign Subsidiary, Foreign Subsidiary subject to similar action, or restructured Foreign Subsidiary (an "*Historical Foreign Subsidiary*"), such calculation (including with respect to Equity Securities of its Subsidiaries) shall be calculated based on the assets or revenues, as applicable, of such Foreign Subsidiary at the time that such Foreign Subsidiary became an Historical Foreign Subsidiary, and (ii) has revenues, when aggregated with the revenues of all other Foreign Subsidiaries, excluding the revenues of any Foreign Subsidiaries (including the revenues of the Subsidiaries of such Foreign Subsidiaries) set forth on *Schedule 7.04(a)* or *Schedule 7.04(b)* that have previously been or substantially simultaneously are the subject of a liquidation, wind up, dissolution, deregistration or similar action or restructuring solely permitted pursuant to any proviso of *Section 7.04 (Fundamental Changes)*, of less than 5% of total revenues of the Borrower and its consolidated Subsidiaries (calculated as of the most recent fiscal period

with respect to which the Administrative Agent shall have received financial statements required to be delivered pursuant to *Sections 6.01(a)* or *(b) (Financial Statements)*, provided that in connection with such calculation in respect of Historical Foreign Subsidiary, such calculation (including with respect to Equity Securities of its Subsidiaries) shall be calculated based on the assets or revenues, as applicable, of such Historical Foreign Subsidiary at the time that such Historical Foreign Subsidiary became an Historical Foreign Subsidiary.

"***Reporting Event***" means any transaction that requires the Borrower to furnish pro forma financial information to the Securities and Exchange Commission under Article 11 of Regulation S-X promulgated under the Securities Act.

"***Revolving Credit Commitment Second Maturity Extension***" has the meaning specified in Section 2.01(b)(vi) (Revolving Credit Commitment Second Maturity Extension).

"***Second Extended Revolving Credit Maturity Date***" means (a) the Second Extended Revolving Credit Stated Maturity Date or (b) such earlier date upon which the Aggregate Revolving Credit Commitments may be terminated in accordance with the terms of this Agreement.

"***Second Extended Revolving Credit Stated Maturity Date***" means January 26, 2015.

"***Stated Term Loan B5 Maturity Date***" shall mean January 26, 2015.

"***Term Loan B1 2010 Extension Amount***" means with respect to the Term Loan B1 of any 2010 Extending Term Lender, the amount, if any, identified as the "extended amount" of the Term Loan B1 on such 2010 Extending Term Lender's signature page to the Fourteenth Amendment.

"***Term Loan B2 2010 Extension Amount***" means with respect to the Term Loan B2 of any 2010 Extending Term Lender, the amount, if any, identified as the "extended amount" of the Term Loan B2 on such 2010 Extending Term Lender's signature page to the Fourteenth Amendment.

"***Term Loan B3 2010 Extension Amount***" means with respect to the Term Loan B3 of any Extending Term Lender, the amount, if any, identified as the "extended amount" of the Term Loan B3 on such 2010 Extending Term Lender's signature page to the Fourteenth Amendment.

"***Term Loan B5***" shall have the meaning assigned to such term in *Section 2.01(d) (Term Loan; Facilities Increase)*.

"***Term Loan 2010 Extension Election***" means an election by a Term Loan Lender on the signature page to the Fourteenth Amendment, to have the Term Loan B1 2010 Extension Amount, Term Loan B2 2010 Extension Amount and/or Term Loan B3 2010 Extension Amount of its Term Loan B1, Term Loan B2 and/or Term Loan B3, respectively, converted into a Term Loan B5, pursuant to *Section 2.01(d)(Term Loan; Facilities Increase)*.

(b) The defined term "***Administrative Agent***" appearing in *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby amended by inserting the following text immediately before the period (".") appearing at the end of said definition:

"; *provided further,* that, from and after the Fourteenth Amendment Effective Date, "***Administrative Agent***" means Barclays or any of its successors".

(c) The defined term "***Applicable Amount***" appearing in *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby amended by (i) inserting the text "*Section 7.02(p) (Investments)*," immediately following the text "for the purposes of" in the proviso in *clause (a)(ii)* of said definition, (ii) inserting the text "Investment," immediately following the text "after giving effect to any" in the proviso in *clause (a)(ii)* of said definition, and (iii) inserting the text "*Section 7.02(p) (Investments)*," immediately following the text "actually made pursuant to" in the proviso in *clause (a)(ii)* of said definition.

(d) The defined term "***Applicable Amount***" appearing in *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby further amended by (i) inserting the text "(up to an amount equal to the Applicable Amount)" after the text "*Section 7.02(d)(iv)(Investments)*" in *clause (b)(i)* of said definition and (ii) inserting the text "(up to an amount equal to the Applicable Amount)" after the text "*Section 7.07(e)*" in *clause (b)(ii)* of said definition.

(e) The defined term "***Applicable Amount***" appearing in *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby further amended by (i) deleting the word "and" appearing at the end of *clause (b)(ii)* of said definition, (ii) inserting the word "and" at the end of *clause (b)(iii)* of said definition and (iii) inserting the following *clause (b)(iv)* after *clause (b)(iii)* of said definition:

> "(iv) the aggregate amount of Investments made pursuant to *Section 7.02(p)((Investments)* (up to an amount equal to the Applicable Amount) following the Fourteenth Amendment Effective Date and prior to the Reference Time."

(f) The defined term "***Applicable Margin***" appearing in *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby amended by (i) deleting the word "and" appearing in *clause (a)(iii)* of said definition, (ii) inserting the word "and" at the end of *clause (a)(iv)* of said definition and (iii) inserting the following *clause (a)(v)* after *clause (a)(iv)* of said definition:

> "(v) with respect to the Segments of the Term Loan B5 maintained as (x) Base Rate Loans, a rate equal to 2.25% per annum and (y) Eurodollar Rate Loans, a rate equal to 3.25% per annum;"

(g) The defined term "***Applicable Margin***" appearing in *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby further amended by deleting the text "Agents" in *clause (b)* of said definition and inserting the text "Administrative Agent" in lieu thereof.

(h) The defined term "***Applicable Margin***" appearing in *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby further amended by (i) deleting the word "and" appearing immediately prior to *sub-clause (y)* at the end of *clause (d)* of said definition and inserting a comma "(,)" in lieu thereof and (ii) inserting the following text before the period (".") at the end of said definition:

> "and (z) notwithstanding the provisions of subclause (y) immediately above, with respect to Revolving Loans, Foreign Currency Loans and the Commitment Fees at any time of determination on and after the occurrence of both the Extended Revolving Credit Stated Maturity Date and the 2010 Extended Revolving Credit Sub-Commitment Effective Date, such per annum rates as are specified therefor in the 2010 Extended Revolving Credit Sub-Commitment Agreement".

(i) The defined term "***Borrower's Accountants***" appearing in *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby amended by deleting the text "Agents" in said definition and inserting the text "Administrative Agent" in lieu thereof.

(j) The defined term "***Captive Insurance Entity***" appearing in *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby amended by deleting the text "Agents" in said definition and inserting the text "Administrative Agent" in lieu thereof.

(k) The defined term "***Coleman IRB Indentures***" appearing in *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby amended by deleting the text "Agents" in both places it appears in said definition and inserting the text "Administrative Agent" in lieu thereof.

(l) The defined term "***Coleman IRB Leases***" appearing in *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby amended by deleting the text "Agents" in said definition and inserting the text "Administrative Agent" in lieu thereof.

(m) The defined term "***Co-Documentation Agents***" appearing in *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby amended by deleting the text of said definition in its entirety and inserting the following text in lieu thereof:

> "has the meaning specified in the introductory paragraph to this Agreement; *provided* that, from and after the Fourteenth Amendment Effective Date, "***Co-Documentation Agents***" means JPMorgan Chase Bank, N.A., PNC Bank, Suntrust Bank, Sovereign Bank and Wells Fargo Bank, N.A."

(n) The defined term "***Cost of Acquisition***" appearing in *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby amended by deleting the text "Agents" in said definition and inserting the text "Administrative Agent" in lieu thereof.

(o) The defined term "***Deposit Account Bank***" appearing in *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby amended by deleting the text "Agents" in said definition and inserting the text "Administrative Agent" in lieu thereof.

(p) The defined term "***Facilities Increase Notice***" appearing in *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby amended by deleting the text "Agents" in said definition and inserting the text "Administrative Agent" in lieu thereof.

(q) The defined term "***Fair Market Value***" appearing in *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby amended by deleting the text "Agents" in said definition and inserting the text "Administrative Agent" in lieu thereof.

(r) The defined term "***Foreign Currency Fronting Lender***" appearing in *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby amended by inserting the following text immediately before the period appearing at the end of said definition:

> "; *provided further,* that, notwithstanding the provisions of the proviso immediately above, from and after the Fourteenth Amendment Effective Date, "***Foreign Currency Fronting Lender***" means Barclays, acting through one or more of its agencies, branches or Affiliates, in its capacity as fronting bank for the Revolving Lenders with respect to Foreign Currency Loans.".

(s) The defined term "***Immaterial Foreign Joint Venture***" appearing in *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby amended by deleting the text "$20,000,000" appearing in *clause (v)* and "5%" appearing in *clause (vi)* of said definition and inserting the text "$50,000,000" and "7.5%", respectively, in lieu thereof.

(t) The defined term "***Immaterial Foreign Joint Venture***" appearing in *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby further amended by deleting the text "Agents" in said definition and inserting the text "Administrative Agent" in lieu thereof.

(u) The defined term "***Immaterial Foreign Subsidiary***" appearing in *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby amended by deleting the text "5%" appearing in both *clause (i)* and *clause (ii)* of said definition and inserting the text "7.5%" in lieu thereof.

(v) The defined term "***Immaterial Foreign Subsidiary***" appearing in *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby further amended by deleting the text "Agents" in both places it appears in said definition and inserting the text "Administrative Agent" in lieu thereof.

(w) The defined term "***Immaterial Subsidiary***" appearing in *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby amended by deleting the text "Agents" in both places it appears in said definition and inserting the text "Administrative Agent" in lieu thereof.

(x) The defined term "***Indebtedness***" appearing in *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby amended by (i) deleting the period at the end of clause (viii) thereof and (ii) inserting the following text in lieu thereof "; provided, however that in each instance (i)-(viii) no Operating Lease shall be included as Indebtedness."

(y) The defined term "***Interest Payment Date***" appearing in *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby amended by inserting the text "the Second Extended Revolving Credit Maturity Date," immediately after the text "the Extended Revolving Credit Maturity Date," in each of the two places it appears in said definition.

(z) The defined term "***Interest Period***" appearing in *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby amended by deleting *clause (iii)* of the proviso appearing in said definition and inserting the following new *clause (iii)* in lieu thereof:

> "(iii) no Interest Period shall extend beyond (x) with respect to Revolving Loans, Swing Line Loans, L/C Obligations and Foreign Currency Loans, the Extended Revolving Credit Stated Maturity Date or, after the occurrence of both the Extended Revolving Credit Stated Maturity Date and the 2010 Extended Revolving Credit Sub-Commitment Effective Date, the Second Extended Revolving Credit Stated Maturity Date and (y) with respect to any Segment of the Term Loan, the Stated Term Loan Maturity Date.".

(aa) The defined term "***L/C Issuer***" appearing in *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby amended by (i) deleting the text "DBNY" from *clause (i)* of said definition and inserting the text "PNC Bank, Sovereign Bank" in lieu thereof, (ii) deleting the text "CUSA" and the text "including, in the case of CUSA, Citibank" from *clause (i)* of said definition, and (iii) deleting the text "Agents" in both places it appears in said definition and inserting the text "Administrative Agent" in lieu thereof.

(bb) The defined term "***Lender***" appearing in *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby amended by (i) deleting the text "Agents" in said definition and inserting the text "Administrative Agent" in lieu thereof and (ii) inserting the text "or, in the case of a Facilities Increase in connection with a Revolving Credit Commitment Second Maturity Extension, the 2010 Extended Revolving Credit Sub-Commitment Agreement)" immediately preceding the closed parenthetical (")") at the end of said definition.

(cc) The defined term “***Loan Documents***” appearing in *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby amended by (i) inserting the text “, the DBNY Resignation and Assignment Agreement” immediately following the text “the Resignation and Assignment Agreement” appearing in said definition and (ii) inserting the text “, after the execution and delivery thereof pursuant to the terms of this Agreement, the 2010 Extended Revolving Credit Sub- Commitment Agreement” immediately prior to the text “and all other instruments” appearing in said definition.

(dd) The defined term “***Local Credit Facility Documents***” appearing in *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby amended by deleting the text “Agents” in said definition and inserting the text “Administrative Agent” in lieu thereof.

(ee) The defined term “***Local Credit Facility Guaranty***” appearing in *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby amended by deleting the text “Agents” in said definition and inserting the text “Administrative Agent” in lieu thereof.

(ff) The defined term “***Local Lender***” appearing in *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby amended by deleting the text “Agents” in both places it appears in said definition and inserting the text “Administrative Agent” in lieu thereof.

(gg) The defined term “***Permitted Acquisition***” appearing in *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby amended by deleting the text “Agents” in each place that is appears in said definition and inserting the text “Administrative Agent” in lieu thereof.

(hh) The defined term “***Permitted Acquisition***” appearing in *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby further amended by deleting the text appearing in *clause (v)* of said definition and inserting the following text in lieu thereof:

> “(a) if the Cost of Acquisition of such Acquisition equals or exceeds an amount equal to the greater of (i) $200,000,000 or (ii) the Dollar Equivalent of 5.0% of the total assets of the Borrower and its consolidated Subsidiaries but such Acquisition (standing alone and without giving effect to any other unrelated Acquisition) does not qualify as a Reporting Event, the Borrower shall have furnished to the Administrative Agent (A) a certificate in the form of *Exhibit D (Form of Compliance Certificate)* prepared on a historical pro forma basis as of the date of the most recent date for which financial statements have been furnished pursuant to Section 6.01(a) or (b) (Financial Statements) giving effect to such proposed Acquisition, which certificate shall demonstrate that no Default or Event of Default would exist immediately after giving effect thereto and (B) such other information and data relating to such transaction or the person or business to be acquired, including, without limitation, any financial information, as may be reasonably requested by the Administrative Agent; and
>
> (b) if such Acquisition (standing alone and without giving effect to any other unrelated Acquisition) qualifies as a Reporting Event, the Borrower shall have furnished to the Administrative Agent (A) pro forma summary historical financial information that is available to management as of the end of the most recently completed fiscal year of the Borrower and most recent interim fiscal quarter, if applicable giving effect to such proposed Acquisition, (B) a certificate in the form of *Exhibit D (Form of Compliance Certificate)* prepared on a historical pro forma basis as of the date of the most recent date for which financial statements have been furnished pursuant to Section 6.01(a) or (b) (Financial Statements) giving effect to such proposed Acquisition, which certificate shall demonstrate that no Default or Event of Default would exist immediately after giving effect thereto and (C) such other information and data relating to such

transaction or the person or business to be acquired, including, without limitation, any financial information, as may be reasonably requested by the Administrative Agent; provided, however, that promptly upon filing with the Securities and Exchange Commission, Borrower shall furnish to the Administrative Agent any other financial data or financial information that the Borrower was required to file with the Securities and Exchange Commission in connection with such Acquisition;".

(ii) The defined term "***Permitted Business***" appearing in *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby amended by deleting the text "Closing Date" in said definition and inserting the text "Fourteenth Amendment Effective Date" in lieu thereof.

(jj) The defined term "***Revolving Credit Commitment***" appearing in *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby amended by (i) deleting the text "any Extended Revolving Credit Sub-Commitment" in the parenthetical appearing in the ninth line of said definition and inserting the text "any 2010 Extended Revolving Credit Sub-Commitment" in lieu thereof and (ii) inserting the following sentence at the end of said definition:

"Notwithstanding the immediately previous sentence, on and after the occurrence of the 2010 Extended Revolving Credit Sub-Commitment Effective Date, the Revolving Credit Commitment of any Revolving Lender shall be comprised of a "2010 Extended Revolving Credit Sub-Commitment" and/or a "2010 Non-Extended Revolving Credit Sub-Commitment".

(kk) The defined term "***Revolving Credit Facility***" appearing in *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby amended by (i) deleting the text "$200,000,000" in said definition and inserting "$150,000,000" in lieu thereof, (ii) deleting the text "$150,000,000" in said definition and inserting "$100,000,000" in lieu thereof, and (iii) deleting the text "the Revolving Credit Commitment Maturity Extension" in the parenthetical at the end of said definition and inserting the text "the Revolving Credit Commitment Second Maturity Extension" in lieu thereof.

(ll) The defined term "***Revolving Credit Maturity Date***" appearing in *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby amended by deleting the text of said definition in its entirety and inserting the following text in lieu thereof:

"means (i) at any time prior to the 2010 Extended Revolving Credit Sub-Commitment Effective Date, the Extended Revolving Credit Maturity Date and (ii) at any time on and after the 2010 Extended Revolving Credit Sub-Commitment Effective Date, the Second Extended Revolving Credit Maturity Date.".

(mm) The defined term "***Revolving Credit Stated Maturity Date***" appearing in *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby amended by deleting the text of said definition in its entirety and inserting the following text in lieu thereof:

"means (i) at any time prior to the 2010 Extended Revolving Credit Sub-Commitment Effective Date, the Extended Revolving Credit Stated Maturity Date, and (ii) at any time on and after the 2010 Extended Revolving Credit Sub-Commitment Effective Date, the Second Extended Revolving Credit Stated Maturity Date.".

(nn) The defined term "***Securitization Facility***" appearing in *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby amended by deleting the entire text in said definition and inserting the following text in lieu thereof:

> "means that certain Second Amended and Restated Loan Agreement, dated as of July 29, 2010, among Jarden Receivables, LLC, as borrower, the Borrower, as initial servicer, Three Pillars Funding LLC and Wells Fargo Bank, N.A., as lenders and SunTrust Robinson Humphrey, Inc., as administrator (the "*Securitization Administrator*"), and any renewals or extensions thereof and, subject to the restrictions set forth in the definition of "Permitted Receivables Financing", any amendments and restatements thereto.".

(oo) The defined term "***Securitization Facility Documents***" appearing in *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby amended by inserting the text "and, subject to the restrictions set forth in the definition of "Permitted Receivables Financing", amendments and restatements thereof" immediately after the text "renewals or extensions thereof" in said definition.

(pp) The defined term "***Stated Incremental Term Loan Maturity Date***" appearing in *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby amended by deleting the text "Agents" in said definition and inserting the text "Administrative Agent" in lieu thereof.

(qq) The definition of "***Stated Term Loan Maturity Date***" appearing in *Section 1.01(Defined Terms)* of the Credit Agreement is hereby amended by deleting the entire text in said definition and inserting the following text in lieu thereof:

> "means (i) with respect to the Closing Date Term Loan, the Stated Closing Date Term Loan Maturity Date, (ii) with respect to each Incremental Term Loan, other than, for the avoidance of doubt, the Term Loan B4 and the Term Loan B5, the Stated Incremental Term Loan Maturity Date, (iii) with respect to each Term Loan B4, the Stated Term Loan B4 Maturity Date and (iv) with respect to each Term Loan B5, the Stated Term Loan B5 Maturity Date.".

(rr) The defined term "***Swing Line Lender***" appearing in *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby amended by inserting the following text immediately before the period (".") appearing at the end of said definition:

> "; *provided, further,* that, notwithstanding the immediately previous proviso, from and after the Fourteenth Amendment Effective Date, "***Swing Line Lender***" means Barclays in its capacity as the provider of Swing Line Loans, or any successor swing line lender hereunder".

(ss) The defined term "***Syndication Agent***" appearing in *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby amended by deleting the text of said definition in its entirety and inserting the following in lieu thereof:

> "has the meaning specified in the introductory paragraph to the Agreement; *provided* that, from and after the Fourteenth Amendment Effective Date, "***Syndication Agent***" means DBNY.".

(tt) The defined term "***Synthetic Lease Obligations***" appearing in *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby amended by inserting the text "(other than an operating lease (that is not an Operating Lease) entered into in the ordinary course of business)" immediately following the text "tax retention lease" in said definition.

(uu) The defined term "***Term Loan***" appearing in *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby amended by inserting the text "and Term Loan B5" immediately before the period (".") at the end of said definition.

(vv) The defined term "***Term Loan Facility***" appearing in *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby amended by inserting the text "and the Term Loans converted into Term Loans B5 on the Fourteenth Amendment Effective Date" immediately preceding the period (".") at the end of said definition.

(ww) The definition of "***Term Loan Maturity Date***" appearing in *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

> ""***Term Loan Maturity Date***" means (a) (i) with respect to the Closing Date Term Loan, the Stated Closing Date Term Loan Maturity Date, (ii) with respect to each Incremental Term Loan, other than, for the avoidance of doubt, Term Loan B4 and Term Loan B5, the applicable Stated Incremental Term Loan Maturity Date, (iii) with respect to each Term Loan B4, the Stated Term Loan B4 Maturity Date and (iv) with respect to each Term Loan B5, the Stated Term Loan B5 Maturity Date, or (b) such earlier date upon which the Outstanding Amounts under the applicable Term Loan, including all accrued and unpaid interest, are either due and payable or are otherwise paid in full in accordance with the terms hereof."

(xx) The definition of "***Tranche***" appearing in *Section 1.01 (Defined Terms)* of the Credit Agreement is hereby amended by inserting the text ", Term Loan B5" immediately following the text "Term Loan B4" appearing in said definition.

(yy) ***Section 1.03 (Accounting Terms)*** of the Credit Agreement is hereby amended by deleting the text "Agents" in each place it appears in said *Section* and inserting the text "Administrative Agent" in lieu thereof.

(zz) ***Section 2.01(b)(i) (Facilities Increase)*** of the Credit Agreement is hereby amended by deleting *sub-clause (i)* in its entirety and inserting the following new *sub-clause (i)* in lieu thereof:

> "(i) The Borrower shall have the right to send to the Administrative Agent, on or after the Fourteenth Amendment Effective Date, a Facilities Increase Notice to request (i) an increase in the aggregate principal amount of the Term Loan Facility to be effectuated by the disbursement of one or more additional Term Loans (each, an "***Incremental Term Loan***") in excess of the Term Loans outstanding on the Fourteenth Amendment Effective Date or (ii) an increase in the aggregate principal amount of the Revolving Credit Commitments (each such increase, a "***Revolving Commitment Increase***", and together with each Incremental Term Loan, each a "***Facilities Increase***"), in a principal amount not to exceed (x) $100,000,000 in the aggregate for all such requests for Revolving Commitment Increases made after the Fourteenth Amendment Effective Date or (y) $500,000,000 in the aggregate for all such requests for Facilities Increases (exclusive, in the case of each of *clauses (x)* and *(y)*, of any Revolving Commitment Increase pursuant to the Revolving Credit Commitment Second Maturity Extension); *provided, however*, that (A) no Facilities Increase shall be effective earlier than 10 days after the delivery of the Facilities Increase Notice to the Administrative Agent in respect of such Facilities Increase (other than a Revolving Commitment Increase pursuant to the Revolving Credit Commitment Second Maturity Extension) and (B) any Facility Increase in connection with a Revolving Credit Commitment Second Maturity Extension shall be subject to the additional requirements of *clause (vi)* below. Nothing in this Agreement shall be construed to obligate any Lender to negotiate for (whether or not in good faith), solicit, provide or consent to any increase in the Term Loan Commitments or the Revolving Credit Commitments, as applicable, and any such increase may be subject to changes in any term of this Agreement reasonably acceptable to the Administrative Agent and the Borrower.".

(aaa) ***Section 2.01(b)(ii)(Facilities Increase)*** of the Credit Agreement is hereby amended by (i) inserting the text "or the Revolving Credit Commitment Second Maturity Extension" immediately after the text "the Revolving Credit Commitment Maturity Extension" in the last sentence of said Section; (ii) inserting the text "and 2010 Extended Revolving Credit Sub-Commitments" immediately after the text "Extended Revolving Credit Sub-Commitments" in the last sentence of said Section, (iii) deleting each reference to the text "Agents" in said *clause (ii)* and inserting the text "Administrative Agent" lieu thereof, (iv) deleting the text "in their sole discretion" in the third sentence of said *clause (ii)* and inserting the text "in its sole discretion" in lieu thereof, (v) deleting the text "do not receive" in the fourth sentence of said *clause (ii)* and inserting the text "does not receive" in lieu thereof, and (vi) deleting the text "they may" in the fourth sentence of said *clause (ii)* and inserting the text "it may" in lieu thereof.

(bbb) ***Section 2.01(b)(iii)(Facilities Increase)*** of the Credit Agreement is hereby amended by deleting the reference to the text "Agents" in said *clause (iii)* and inserting the text "Administrative Agent" in lieu thereof.

(ccc) ***Section 2.01(b) (Term Loan; Facilities Increase)*** of the Credit Agreement is hereby further amended by (i) deleting the text "permanently" and the text "permanent" in *clause (v)* of said Section and (ii) inserting the following new *clause (vi)* immediately after *clause (v)* of said *Section:*

"(vi) In connection with any Facility Increase in the Revolving Credit Facility pursuant to which the 2010 Extended Revolving Credit Sub-Commitments will be provided (the "***Revolving Credit Commitment Second Maturity Extension")***, the following rules shall apply: (1) the Borrower, the Administrative Agent and each such Lender or other Eligible Assignee which agrees to provide a 2010 Extended Revolving Credit Sub-Commitment shall execute and deliver to the Administrative Agent a 2010 Extended Revolving Credit Sub-Commitment Agreement (which may also reflect a Lender's increase in the amount of its Extended Revolving Credit Sub-Commitment), (2) the final maturity of each such 2010 Extended Revolving Credit Sub-Commitment shall be the Second Extended Revolving Credit Maturity Date, (3) the Applicable Margin with respect to Revolving Loans, Foreign Currency Fees and the Commitment Fee made available pursuant to 2010 Extended Revolving Credit Sub-Commitments, in each case after the Extended Revolving Credit Stated Maturity Date, shall be as agreed among the Borrower and the 2010 Extending Revolving Lenders and set forth in the 2010 Extended Revolving Credit Sub-Commitment Agreement, and (4) *Schedule I-B (Revolving Credit Commitments)* shall be deemed modified to reflect the revised Revolving Credit Commitments of each Revolving Lender after giving effect to the 2010 Extended Revolving Credit Sub-Commitments provided pursuant to the 2010 Extended Revolving Credit Sub-Commitment Agreement, with each such 2010 Extended Revolving Credit Sub-Commitment, and each 2010 Non-Extended Revolving Credit Sub-Commitment, being identified as such on *Schedule I-B (Revolving Credit Commitments)*."

(ddd) ***Section 2.01(b) (Term Loan; Facilities Increase)*** of the Credit Agreement is hereby further amended by inserting the following new paragraph at the end of *clause (b)* immediately before *clause (c)* of said *Section:*

"Notwithstanding anything herein to the contrary, (a) the yield applicable to any Incremental Term Loans (after giving effect to all rate floors and all fees or original issue discount payable with respect to such Incremental Term Loans), as reasonably determined by the Administrative Agent, shall not be greater than the applicable interest rate (including the Applicable Margin and, if applicable, rate floor) payable pursuant to the terms of this Agreement as amended through the date of such calculation with respect to the Term Loan B4 plus 0.50% per annum or the Term Loan B5 plus 0.50% per annum unless the interest rate with respect to the Term Loan B4 and/or Term Loan B5, as applicable, is increased so as to cause the then applicable

interest rate under this Agreement on the Term Loan B4 and/or Term Loan B5, as applicable, to be not more than 0.50% less than the yield then applicable to the Incremental Term Loans (after giving effect to all rate floors and all fees or original issue discount payable with respect to such Incremental Term Loans) and (b) other than with respect to any Revolving Commitment Increase in connection with the Revolving Credit Commitment Second Maturity Extension, the yield applicable to any Revolving Commitment Increase (after giving effect to all rate floors and all fees or original issue discount payable with respect to such Revolving Commitment Increases), as reasonably determined by the Administrative Agent, shall not be greater than the applicable interest rate (including the Applicable Margin and, if applicable, rate floor) payable pursuant to the terms of this Agreement as amended through the date of such calculation with respect to the Revolving Loans plus 0.50% per annum unless the interest rate with respect to the Revolving Loans are increased so as to cause the then applicable interest rate under this Agreement on the Revolving Loans to be not more than 0.50% less than the yield then applicable to the Revolving Commitment Increase (after giving effect to all rate floors and all fees or original issue discount payable with respect to such Revolving Commitment Increase).".

(eee) ***Section 2.01 (Term Loan; Facilities Increase)*** of the Credit Agreement is hereby amended by inserting the following new *clause (d)* immediately after *clause (c)* of said *Section:*

"(d) Subject to the terms and conditions hereof, the Borrower and each of the 2010 Extending Term Lenders agrees that upon the effectiveness of the Fourteenth Amendment on the Fourteenth Amendment Effective Date, without further action by any party to this Agreement:

(i) a principal amount of such 2010 Extending Term Lender's Term Loans B1 outstanding under this Agreement immediately prior to the effectiveness of the Fourteenth Amendment equal to such Term Lender's Term Loan B1 2010 Extension Amount shall automatically be converted into a new term loan to the Borrower in Dollars and having the same principal amount (a "***B1 2010 Converted Term Loan***") and shall on and after the Fourteenth Amendment Effective Date have all the rights and benefits of a Term Loan B5 as set forth in this Agreement and the other Loan Documents;

(ii) a principal amount of such 2010 Extending Term Lender's Term Loans B2 outstanding under this Agreement immediately prior to the effectiveness of the Fourteenth Amendment equal to such Term Lender's Term Loan B2 2010 Extension Amount shall automatically be converted into a new term loan to the Borrower in Dollars and having the same principal amount (a "***B2 2010 Converted Term Loan***") and shall on and after the Fourteenth Amendment Effective Date have all the rights and benefits of a Term Loan B5 as set forth in this Agreement and the other Loan Documents;

(iii) a principal amount of such 2010 Extending Term Lender's Term Loans B3 outstanding under this Agreement immediately prior to the effectiveness of the Fourteenth Amendment equal to such Term Lender's Term Loan B3 2010 Extension Amount shall automatically be converted into a new term loan to the Borrower in Dollars and having the same principal amount (a "***B3 2010 Converted Term Loan***" and together with the B1 2010 Converted Term Loan and the B2 2010 Converted Term Loan, the "***Term Loan B5***") and shall on and after the Fourteenth Amendment Effective Date have all the rights and benefits of a Term Loan B5 as set forth in this Agreement and the other Loan Documents;

(iv) notwithstanding anything herein to the contrary, any portion of Term Loan B5 (x) that was a Eurodollar Loan immediately prior to the effectiveness of the Fourteenth Amendment will have initial Interest Periods ending on the same dates as the Interest Periods and Eurodollar Rates equal to the Eurodollar Rate applicable to the Term Loan B1, Term Loan B2 and/or Term Loan B3, as applicable, so converted pursuant to this *Section 2.01(d)(Term Loan; Facilities Increase)* and (y) shall continue to be entitled to all accrued and unpaid interest with respect to the Term Loan B1, Term Loan B2 or Term Loan B3 from which such portion of the Term Loan B5 was converted up to but excluding the Fourteenth Amendment Effective Date."

(fff) ***Section 2.02(a) (Revolving Loans; Foreign Currency Loans)*** of the Credit Agreement is hereby amended by deleting the text "Initial Revolving Credit Maturity Date (or, in the case of any Extending Revolving Lender, the Extended Revolving Credit Maturity Date)" appearing in said Section and inserting the text "Extended Revolving Credit Maturity Date (or, in the case of any 2010 Extending Revolving Lender, the Second Extended Revolving Credit Maturity Date)" in lieu thereof.

(ggg) ***Section 2.03(Borrowing; Conversions and Continuations)*** of the Credit Agreement is hereby amended by inserting the following new *clause (i)* immediately after *clause (h)* of said *Section*:

"(i) On the Fourteenth Amendment Effective Date, Interest Periods with respect to the Term Loan B5 Loans shall be as follows: (i) Term Loans B5 shall be deemed made as Eurodollar Loans in an amount equal to the amount of the Term Loans converted pursuant to Section *2.01(d)(Term Loan; Facilities Increase)* that were outstanding as Eurodollar Loans at the time of conversion (such Term Loans B5 to correspond in amount to Term Loans so converted of a given Interest Period), (ii) Interest Periods for the Term Loans B5 described in clause (i) above shall end on the same dates as the Interest Periods applicable for the corresponding Term Loans described in clause (i) above and the Eurodollar Rate for such Interest Periods shall be equal to the Eurodollar Rate applicable for the corresponding Term Loans described in clause (i) above, (iii) Term Loans shall be deemed made as Base Rate Loans in an amount equal to the amount of Term Loans converted pursuant to *Section 2.01(d)(Term Loan; Facilities Increase)* that were outstanding as Base Rate Loans at the time of conversion. The Borrower will not be required to make any payments under *Section 3.05* of this Agreement to 2010 Extending Term Lenders as a result of the conversions pursuant to *Section 2.01(d)(Term Loan; Facilities Increase)*.".

(hhh) ***Section 2.03(c) (Borrowing; Conversions and Continuations)*** of the Credit Agreement is hereby amended by deleting the reference to the text "Agents" in said *Section* and inserting the text "Administrative Agent" in lieu thereof.

(iii) ***Section 2.04(a)(i)(The Letter of Credit Commitment)*** of the Credit Agreement is hereby amended by (i) deleting the text "(w)" appearing in said *Section* and inserting the text "(v)" in lieu thereof, and (ii) inserting the following new *sub-clause (w)* immediately preceding *sub-clause (v)* of said *Section*:

"(w) the sum of (i) the aggregate Outstanding Amount of all Revolving Loans, Swing Line Loans and L/C Obligations in respect of Letters of Credit with an expiry date after the Extended Revolving Credit Maturity Date and (ii) an amount equal to 105% of the Outstanding Amount of all Foreign Currency Loans, would exceed the aggregate amount of all 2010 Extended Revolving Credit Sub-Commitments,".

(jjj) ***Section 2.04(a)(iv)(The Letter of Credit Commitment)*** of the Credit Agreement is hereby amended by (i) deleting the text "and (C)" appearing in said Section and inserting the text "(C)" in lieu thereof and (ii) inserting the following text immediately before the period (".") at the end of said Section:

"and (D) no L/C Issuer that declines to approve the Fourteenth Amendment will be required to issue, amend, extend or renew any Letter of Credit issued by it, if, after giving effect to such issuance, amendment, extension or renewal, the expiry date of such Letter of Credit would be later than the Extended Revolving Credit Maturity Date".

(kkk) ***Section 2.06(b)(i)(Optional Prepayment of the Term Loan)*** of the Credit Agreement is hereby amended by (i) deleting the text “Section 2.08 (d) and (e)” appearing in the second line of said Section and inserting the text “Section 2.08 (d)-(h)” in lieu thereof and (ii) inserting the text “and/or Term Loan B5” immediately after each of the two references to the text “Term Loan B4” in the second sentence of said Section.

(lll) ***Section 2.07 (Reduction or Termination of Revolving Credit Commitments)*** of the Credit Agreement is hereby amended by deleting the *sub-clause (e)* in its entirety and inserting the following new *sub-clauses (e)* and *(f)* at the end of said *Section*:

“(e) On the Extended Revolving Credit Stated Maturity Date, the 2010 Non-Extended Revolving Credit Sub-Commitment of each Revolving Lender shall terminate in its entirety and be permanently reduced to $0.00.

(f) On the Second Extended Revolving Credit Stated Maturity Date, the Revolving Credit Commitment (and the 2010 Extended Revolving Credit Sub-Commitment) of each Revolving Lender shall terminate in its entirety and be permanently reduced to $0.00.”.

(mmm) ***Section 2.08 (Repayment of Loans)*** of the Credit Agreement is hereby amended by deleting *clauses (a), (b) and (c)* of said Section in their entirety and inserting the following new *clauses (a), (b) and (c)* in lieu thereof:

“(a) to the Revolving Lenders on the Extended Revolving Credit Maturity Date and, if the 2010 Extended Revolving Credit Sub-Commitment Effective Date occurs, on the Second Extended Revolving Credit Maturity Date, the aggregate principal amount of all outstanding Revolving Loans in Dollars outstanding on each such date;

(b) to the Foreign Currency Fronting Lender on the Extended Revolving Credit Maturity Date and, if the 2010 Extended Revolving Credit Sub-Commitment Effective Date occurs, on the Second Extended Revolving Credit Maturity Date, the aggregate principal amount of all outstanding Foreign Currency Loans in the applicable Denomination Currencies outstanding on such date;

(c) to the Swing Lender, each Swing Line Loan on (i) demand (by telephonic or written notice) by the Administrative Agent, (ii) the tenth Business Day following the incurrence of such Swing Line Loan, (iii) the Extended Revolving Credit Maturity Date and (iv) if the 2010 Extended Revolving Credit Sub-Commitment Effective Date occurs, the Second Extended Revolving Credit Maturity Date;”.

(nnn) ***Section 2.08(d)(Repayment of Loans)*** of the Credit Agreement is hereby amended by deleting the amounts payable during the period from September 30, 2010 through January 24, 2012 set forth therein in their entirety and inserting the following in lieu thereof:

“Date	Amount
September 30, 2010	$ 196,093.39
December 31, 2010	$ 196,093.39
March 31, 2011	$ 18,437,938.27
June 30, 2011	$ 18,437,938.27
September 30, 2011	$ 18,437,938.28
January 24, 2012	$18,437,938.28”

(ooo) ***Section 2.08(e)(Repayment of Loans)*** of the Credit Agreement is hereby amended by deleting the amounts payable during the period from September 30, 2010 through January 24, 2012 set forth therein in their entirety and inserting the following in lieu thereof:

“Date	Amount
September 30, 2010	$ 34,078.68
December 31, 2010	$ 34,078.68
March 31, 2011	$ 3,220,435.26
June 30, 2011	$ 3,220,435.26
September 30, 2011	$ 3,220,435.26
January 24, 2012	$3,220,435.27”

(ppp) ***Section 2.08(f)(Repayment of Loans)*** of the Credit Agreement is hereby amended by deleting the amounts payable during the period from September 30, 2010 through January 24, 2012 set forth therein in their entirety and inserting the following in lieu thereof:

“Date	Amount
September 30, 2010	$ 52,574.75
December 31, 2010	$ 52,574.75
March 31, 2011	$ 5,074,823.05
June 30, 2011	$ 5,074,823.05
September 30, 2011	$ 5,074,823.06
January 24, 2012	$5,074,823.06”

(qqq) ***Section 2.08(h)(Repayment of Loans)*** of the Credit Agreement is hereby amended by deleting the *sub-clause (h)* in its entirety and inserting the following new *sub-clauses(h)* and *(i)*:

"(h) the Term Loan B5 on the dates and in the amounts set forth below, subject to adjustments for prepayments made pursuant to *Section 2.06 (Prepayments)*:

Date	Amount
September 30, 2010	$ 918,435.56
December 31, 2010	$ 918,435.56
March 31, 2011	$ 918,435.56
June 30, 2011	$ 918,435.56
September 30, 2011	$ 918,435.56
December 31, 2011	$ 918,435.56
March 31, 2012	$ 918,435.56
June 30, 2012	$ 918,435.56
September 30, 2012	$ 918,435.56
December 31, 2012	$ 918,435.56
March 31, 2013	$ 918,435.56
June 30, 2013	$ 918,435.56
September 30, 2013	$ 918,435.56
December 31, 2013	$ 918,435.56
March 31, 2014	$87,710,595.86
June 30, 2014	$87,710,595.86
September 30, 2014	$87,710,595.87
January 26, 2015	$87,710,595.87

provided, *however*, that the Borrower shall repay the entire unpaid principal amount of such Term Loans on the applicable Term Loan Maturity Date; and

(i) each other Incremental Term Loan on the dates and in the amounts to be agreed by the Administrative Agent and the Borrower prior to the applicable Facilities Increase Date; *provided*, *however*, that the Borrower shall repay the entire unpaid principal amount of each such Incremental Term Loan on the applicable Term Loan Maturity Date.".

(rrr) ***Section 2.10(a) (Commitment Fee)*** of the Credit Agreement is hereby amended by deleting the text "and on each of the Initial Revolving Credit Maturity Date and the Extended Revolving Credit Maturity Date" appearing in said Section and inserting the text "and on each of the Extended Revolving Credit Maturity Date and the Second Extended Revolving Credit Maturity Date" in lieu thereof.

(sss) ***Section 2.10(b) (Foreign Currency Fronting Fee and Documentary and Processing Charges Payable to Foreign Currency Fronting Lender)*** of the Credit Agreement is hereby amended by deleting the text "and on each of the Initial Revolving Credit Maturity Date and the Extended Revolving Credit Maturity Date" appearing in said Section and inserting the text "and on each of the Extended Revolving Credit Maturity Date and the Second Extended Revolving Credit Maturity Date" in lieu thereof.

(ttt) ***Section 2.17 (Resignation or Removal of the Foreign Currency Fronting Lender*)** of the Credit Agreement is hereby amended by deleting the text "Agents" in each place that is appears in said *Section* and inserting the text "Administrative Agent" in lieu thereof.

(uuu) ***Section 4.04(a)(i) (Certain Documents)*** of the Credit Agreement is hereby amended by inserting the following text immediately before the parenthesis appearing at the end of said *Section*:

> "or, in the case of the Revolving Credit Commitment Second Maturity Extension, the 2010 Extended Revolving Credit Sub-Commitment Agreement (in lieu of all of the above), duly executed by the Borrower and each 2010 Extending Revolving Lender".

(vvv) ***Section 4.04(a) (Conditions Precedent to Each Facilities Increase*)** of the Credit Agreement is hereby amended by deleting the text "Agents" in each place that is appears in said *clause (a)* and each *subclause* of said *clause (a)* and inserting the text "Administrative Agent" in lieu thereof.

(www) ***Section 5.12(c) (ERISA Compliance*)** of the Credit Agreement is hereby amended by deleting the text "Agents" in said *Section* and inserting the text "Administrative Agent" in lieu thereof.

(xxx) ***Section 5.19 (Off-Balance Sheet Liabilities*)** of the Credit Agreement is hereby amended by deleting the text "Agents" in each place it appears in said *Section* and inserting the text "Administrative Agent" in lieu thereof.

(yyy) ***Article VI (Affirmative Covenants*)** of the Credit Agreement is hereby amended by deleting the text "Agents" in each place it appears in said *Article* and inserting the text "Administrative Agent" in lieu thereof.

(zzz) ***Section 6.14(a)(i) (New Subsidiaries and Pledgors)*** of the Credit Agreement is hereby amended by deleting the text "deem necessary or advisable" in said *Section* and inserting the text "deems necessary or advisable" in lieu thereof.

(aaaa) ***Section 6.14(a)(ii) (New Subsidiaries and Pledgors)*** of the Credit Agreement is hereby amended by deleting the text "deem necessary or advisable" in said *Section* and inserting the text "deems necessary or advisable" in lieu thereof.

(bbbb) ***Section 6.18 (Control Accounts; Approved Deposit Accounts)*** of the Credit Agreement is hereby amended by inserting the following sentence at the end of *clause (a):*

> "To the extent required under this *Section 6.18 (Control Accounts; Approved Deposit Accounts)***,** with respect to the Deposit Accounts listed on *Schedule 6.18 (Deposit Accounts)*, notwithstanding anything to the contrary in the Credit Agreement, Borrower shall be required to deliver or cause the applicable Loan Party to deliver to Administrative Agent an updated or new Deposit Account Control Agreement within thirty (30) days after the Fourteenth Amendment Effective Date, provided that, upon written request from the Borrower, such period may be extended up to an additional sixty (60) days as determined by Administrative Agent in its sole discretion.".

(cccc) ***Section 7.01(p) (Liens)*** of the Credit Agreement is hereby amended by deleting the text "$3,000,000" appearing in such *Section* and inserting the text "$10,000,000" in lieu thereof.

(dddd) ***Section 7.01(r) (Liens)*** of the Credit Agreement is hereby amended by deleting the text "Agents" in said *clause* and inserting the text "Administrative Agent" in lieu thereof.

(eeee) ***Section 7.01(u) (Liens)*** of the Credit Agreement is hereby amended by deleting the text "and" that immediately follows the semicolon (";") at the end of such *Section 7.01(u)*.

(ffff) ***Section 7.01(v) (Liens)*** of the Credit Agreement is hereby amended by relabeling *Section 7.01(v)* in such *Section 7.01* as *Section 7.01(w)*.

(gggg) ***Section 7.01 (Liens)*** of the Credit Agreement is hereby amended by inserting the following text in such *Section* as new *Section 7.01(v)*:

> "(v) Liens arising by virtue of any statutory, contractual or common law provision relating to banker's liens, rights of set-off or similar rights (i) relating to the establishment of depository relations in the ordinary course of business with banks not given in connection with the issuance of Indebtedness for borrowed money and (ii) relating to pooled deposit or sweep accounts of Borrower and any Subsidiary to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of such party, so long as the aggregate principal amount of the obligations secured thereby does not exceed €75,000,000 at any time outstanding; and".

(hhhh) ***Section 7.02(d) (Investments)*** of the Credit Agreement is hereby amended by deleting the text "$50,000,000" appearing in such *Section* and inserting the text "$125,000,000" in lieu thereof.

(iiii) ***Section 7.02(n) (Investments)*** of the Credit Agreement is hereby amended by deleting the text "Agents" in each place it appears in said *clause* and inserting the text "Administrative Agent" in lieu thereof.

(jjjj) ***Section 7.02(p) (Investments)*** of the Credit Agreement is hereby amended by deleting the text "$100,000,000." appearing at the end of such *Section* and inserting the text "the sum of (a) $150,000,000 and (b) the Applicable Amount in the aggregate at any time outstanding." in lieu thereof.

(kkkk) ***Section 7.03(h) (Indebtedness)*** of the Credit Agreement is hereby amended by deleting the text "Agents" in said *clause* and inserting the text "Administrative Agent" in lieu thereof.

(llll) ***Section 7.03(k) (Indebtedness)*** of the Credit Agreement is hereby amended by deleting the text "$200,000,000" appearing in *clause (ii)* of such *Section* and inserting the text "$300,000,000" in lieu thereof.

(mmmm) ***Section 7.03(n) (Indebtedness)*** of the Credit Agreement is hereby amended by deleting the text "and" that immediately follows the semicolon (";") at the end of such *Section 7.03(n)*.

(nnnn) ***Section 7.03(o) (Indebtedness)*** of the Credit Agreement is hereby amended by relabeling Section 7.03(o) in such Section 7.03 as Section 7.03(p).

(oooo) ***Section 7.03 (Indebtedness)*** of the Credit Agreement is hereby amended by inserting the following text in such *Section* as new *Section 7.01(o)*:

> "(o) Indebtedness in respect of netting services, overdraft or similar protections and otherwise in connection with deposit accounts or sweep accounts in an outstanding aggregate principal amount not to exceed €75,000,000; and".

(pppp) ***Section 7.04 (Fundamental Changes)*** of the Credit Agreement is hereby amended by inserting the following text immediately preceding the period (".") at the end of said Section:

"; *provided*, that the Borrower may, or may cause its Subsidiaries to, liquidate, wind up, dissolve, deregister or take similar action with respect to (i) any of the Foreign Subsidiaries listed on *Schedule 7.04(a) (Dormant Foreign Subsidiaries)* or (ii) any Permitted Restructured Foreign Subsidiary that the Administrative Agent approves in writing (such approval shall be subject to the Administrative Agent's receipt and review of (x) a certificate from a Responsible Officer of the Borrower certifying that (A) such Permitted Restructured Foreign Subsidiary meets the definition of "Permitted Restructured Foreign Subsidiary", (B) the contemplated liquidation, windup, dissolution, deregistration or similar action of such Permitted Restructured Foreign Subsidiary is necessary for or beneficial to (taking into account all relevant factors) the Borrower and its Subsidiaries, (C) substantially all of the assets of such Permitted Restructured Foreign Subsidiary have been transferred or will be transferred in connection with the contemplated liquidation, wind up, dissolution, deregistration or similar action to the Borrower or a Subsidiary of the Borrower (or that such assets have been otherwise Disposed (or will be Disposed in connection with the contemplated liquidation, wind up, dissolution, deregistration or similar action) pursuant to a Disposition permitted by this Agreement) and (D) no Default or Event of Default shall have occurred and be continuing both before and immediately after giving effect to such liquidation, wind up, dissolution, deregistration or similar action and (y) any other documentation or information, financial or otherwise, that the Administrative Agent reasonably requests, including, without limitation, calculations in reasonable detail supporting Borrower's certification that such Permitted Restructured Foreign Subsidiary meets the definition of "Permitted Restructured Foreign Subsidiary"); *provided, further*, that in connection with strategic tax planning by the Borrower and its Subsidiaries, notwithstanding anything to the contrary in this Agreement, but subject to each Loan Party's obligations under *Section 6.14 and Section 6.20* of this Agreement to the extent applicable, (i) the Borrower may, or may cause its Subsidiaries to, restructure the ownership of those Foreign Subsidiaries identified on *Schedule 7.04(b)(Restructured Foreign Subsidiaries)*, including in a manner that may result in one or more of such Foreign Subsidiaries becoming Subsidiaries of other Foreign Subsidiaries of the Borrower and no longer being owned directly by a Loan Party, and (ii) with the prior written consent of the Administrative Agent, the Borrower may, or may cause its Subsidiaries to, restructure the ownership of Permitted Restructured Foreign Subsidiaries, including in a manner that may result in such Permitted Restructured Foreign Subsidiaries becoming subsidiaries of other Foreign Subsidiaries of Borrower and no longer being owned directly by a Loan Party, subject to the Administrative Agent's receipt and review of (x) a certificate from a responsible officer of the Borrower confirming that (1) each entity subject to the proposed restructuring meets the definition of "Permitted Restructured Foreign Subsidiary", and (2) no Default or Event of Default shall have occurred and be continuing both before and immediately after giving effect to such restructuring, and (y) any other documentation or information, financial or otherwise, that the Administrative Agent reasonably requests, including, without limitation, calculations in reasonable detail supporting Borrower's certification that such Permitted Restructured Foreign Subsidiary meets the definition of "Permitted Restructured Foreign Subsidiary". In accordance and compliance with *Section 9.11(b) (Collateral and Guaranty Matters)*, the Administrative Agent is authorized, without further action or consent of the Lenders or L/C Issuer, to release any Pledged Stock of any Foreign Subsidiary set forth on *Schedule 7.04(a)* or *Schedule 7.04(b)*, together with each Subsidiary of such Foreign Subsidiary, and any Permitted Restructured Foreign Subsidiary in connection with any liquidation, wind up, dissolution, deregistration or similar action or restructuring permitted pursuant to this *Section 7.04 (Fundamental Changes*) upon the occurrence of such event or, to the extent reasonably necessary to facilitate the occurrence of such contemplated event, prior to such event, as well as in connection with any Permitted Intercompany Merger.".

(qqqq) ***Section 7.05(j) (Dispositions)*** of the Credit Agreement is hereby amended by deleting the text "$300,000,000" each of the three times it appears in such Section and inserting the text "$500,000,000" in lieu thereof.

(rrrr) ***Section 7.11 (Burdensome Agreements)*** of the Credit Agreement is hereby amended by deleting the provision in its entirety and inserting the text "[Intentionally Deleted]" in lieu thereof.

(ssss) ***Section 7.15 (Capital Expenditures)*** of the Credit Agreement is hereby amended by inserting the following text in such *Section* after the semicolon (";") before the text "and *provided*, *further*," in the final paragraph of such *Section*:

"*provided*, *further*, in the event of a Permitted Acquisition by the Borrower or its Subsidiaries from and after the Fourteenth Amendment Effective Date, the maximum amount for Capital Expenditures set forth above for any such fiscal year following the date of such Permitted Acquisition shall be increased by an amount equal to the product of (x) 125% and (y) the quotient obtained by dividing (i) the sum of the actual Capital Expenditures made by or in respect of the acquired entity (or in the case of an asset acquisition, made by the prior owner with respect to such assets) during each of the three (3) fiscal years (or if such acquired entity or prior owner, as the case may be, has been in existence for less than three years, such lesser period that such entity has been in existence) prior to the date of such Acquisition by (ii) three (3) (or if such acquired entity or prior owner, as the case may be, has been in existence for less than three years, such lesser period that such entity has been in existence).".

(tttt) ***Section 7.19(b) (Subordinated Indebtedness)*** of the Credit Agreement is hereby amended by (i) inserting the text "mandatory" immediately before the text "redemption" in *sub-clause (iv)* of said *Section*, (ii) inserting the text "mandatory" immediately before the text "prepayment provisions" in *sub-clause (iv)* of said *Section*, and (iii) inserting "other than, in each instance of this *clause (v)*, changes to the optional redemption or optional prepayment provisions of such Subordinated Indebtedness or Permitted Senior Notes" before the text ", in each of clauses (i) through (v)".

(uuuu) ***Section 8.01(f) (Insolvency, Proceedings, Etc.)*** of the Credit Agreement is hereby amended by (i) inserting the text ", other than, with respect to dormant Foreign Subsidiaries, customary and usual arrangements that are voluntary and non-adversarial solely in conjunction with Permitted Intercompany Mergers and actions permitted to be taken pursuant to Section 7.04 hereof" after "any Debtor Relief Law" in the second line of said *Section*, and (ii) inserting the text ", other than, with respect to dormant Foreign Subsidiaries, customary and usual arrangements that are voluntary and non-adversarial utilized solely in conjunction with Permitted Intercompany Mergers and actions permitted to be taken pursuant to Section 7.04 hereof" after "all or any material part of its property" in said *Section*.

(vvvv) ***Section 9.08 (Agents in their Individual Capacity)*** of the Credit Agreement is hereby amended by inserting the following new *clauses (d) and (e)* at the end of said *Section:*

"(d) Barclays and its Affiliates may make loans to, issue letters of credit for the account of, accept deposits from, acquire equity interests in and generally engage in any kind of banking, trust, financial advisory, underwriting or other business with each of the Loan Parties and their respective Affiliates as though Barclays were not the Administrative Agent, an L/C Issuer or a Foreign Currency Fronting Lender hereunder and without notice to or consent of the Lenders. The Lenders acknowledge that, pursuant to such activities, Barclays or its Affiliates may receive

information regarding any Loan Party or its Affiliates (including information that may be subject to confidentiality obligations in favor of such Loan Party or such Affiliate) and acknowledge that the Administrative Agent shall be under no obligation to provide such information to them. With respect to its Loans, Barclays shall have the same rights and powers under this Agreement as any other Lender and may exercise such rights and powers as though it were not the Administrative Agent, an L/C Issuer or a Foreign Currency Fronting Lender and the terms "Lender" and "Lenders" include Barclays in its individual capacity;

(e) DBNY and its Affiliates may make loans to, issue letters of credit for the account of, accept deposits from, acquire equity interests in and generally engage in any kind of banking, trust, financial advisory, underwriting or other business with each of the Loan Parties and their respective Affiliates as though DBNY were not the Syndication Agent or an L/C Issuer hereunder and without notice to or consent of the Lenders. The Lenders acknowledge that, pursuant to such activities, DBNY or its Affiliates may receive information regarding any Loan Party or its Affiliates (including information that may be subject to confidentiality obligations in favor of such Loan Party or such Affiliate) and acknowledge that the Syndication Agent shall be under no obligation to provide such information to them. With respect to its Loans, DBNY shall have the same rights and powers under this Agreement as any other Lender and may exercise such rights and powers as though it were not the Syndication Agent or an L/C Issuer, and the terms "Lender" and "Lenders" include DBNY in its individual capacity."

(wwww) ***Section 10.01 (Amendments, Etc.)*** of the Credit Agreement is hereby amended by (i) deleting the text "Agents" in *subclause (y)* of said Section and inserting the text "Administrative Agent" in lieu thereof and (ii) deleting the text "Agents" in the second *provided, further clause* of said Section and inserting the text "Administrative Agent" in lieu thereof.

(xxxx) ***Section 10.02 (Notices; Etc.)*** of the Credit Agreement is hereby amended by deleting *clause (d)* of said *Section* and inserting the following new *clause (d)* in lieu thereof:

"(d) if to the Administrative Agent or the Swing Line Lender:

Barclays Bank PLC
1301 6th Avenue, 8th Floor
New York, New York 10019
Attention: Patrick Kerner
Facsimile no: (917) 522-0569
E-Mail Address: patrick.kerner@barcap.com

with a copy to the Syndication Agent in the case of notices delivered pursuant to *Section 6.02 (Certificates; Other Information)* or *Section 6.03 (Notices)* at its address set forth below; and

(e) if to the Syndication Agent:

Deutsche Bank AG New York Branch
60 Wall Street
New York, New York 10005
Attention: Scottye Lindsey
Facsimile no: 646-736-7095
E-Mail Address: scottye.d.lindsey@db.com."

(yyyy) ***Section 10.07(c) (Assignments and Participations)*** of the Credit Agreement is hereby amended by (i) deleting the text "and" appearing in the parenthetical in said *Section* and inserting a comma (",") in lieu thereof and (ii) inserting the text ", the 2010 Extended Revolving Credit Sub-Commitments and the 2010 Non-Extended Revolving Credit Sub-Commitments" immediately after the text "and the Non-Extended Revolving Credit Sub-Commitments" appearing in the parenthetical in said *Section*.

(zzzz) ***Exhibit C-2 (Form of Revolving Loan Note)*** to the Credit Agreement is hereby amended by restating the same in its entirety in the form of *Exhibit C-2 (Form of Revolving Loan Note)* attached hereto.

(aaaaa) ***Exhibit C-3 (Form of Swing Line Note)*** to the Credit Agreement is hereby amended by restating the same in its entirety in the form of *Exhibit C-3 (Form of Swing Line Note)* attached hereto.

(bbbbb) ***Exhibit E (Form of Assignment and Acceptance)*** to the Credit Agreement is hereby amended by restating the same in its entirety in the form of *Exhibit E (Form of Assignment and Acceptance)* attached hereto.

(ccccc) The Credit Agreement is hereby further amended by attaching new ***Exhibit M (Form of 2010 Extended Revolving Credit Sub-Commitment Agreement)*** in the form of *Exhibit M (Form of 2010 Extended Revolving Credit Sub-Commitment Agreement)* attached hereto.

(ddddd) The Credit Agreement is hereby further amended by attaching new ***Schedule 6.18 (Deposit Accounts)*** in the form of *Schedule 6.18 (Deposit Accounts)* attached hereto.

(eeeee) The Credit Agreement is hereby further amended by attaching new ***Schedule 7.04(a) (Dormant Foreign Subsidiaries)*** in the form of *Schedule 7.04(a) (Dormant Foreign Subsidiaries)* attached hereto.

(fffff) The Credit Agreement is hereby further amended by attaching new ***Schedule 7.04(b) (Restructured Foreign Subsidiaries)*** in the form of *Schedule 7.04(b) (Restructured Foreign Subsidiaries)* attached hereto.

Section 4. Certain Amendments to the Pledge and Security Agreement. As of the Effective Date, and subject to the satisfaction of the conditions set forth in *Section 6 (Conditions to Effectiveness)* hereof:

(a) The defined term "*Deposit Account Control Agreement*" appearing in *Section 1.1 (Definitions)* of the Pledge and Security Agreement is hereby amended by deleting the text "Agents" in each of the two places it appears and inserting the text "Administrative Agent" in lieu thereof.

(b) The defined term "*Securities Account Control Agreement*" appearing in *Section 1.1 (Definitions)* of the Pledge and Security Agreement is hereby amended by deleting the text "Agents" in each of the two places it appears and inserting the text "Administrative Agent" in lieu thereof.

(c) *Section 1.2(h) (Certain Other Terms)* of the Pledge and Security Agreement is hereby amended by inserting the text " and including, on and after the Fourteenth Amendment Effective Date, Barclays as successor Administrative Agent to DBNY" after the word "LCPI" appearing in said Section.

(d) *Section 2.3 (Cash Collateral Accounts)* of the Pledge and Security Agreement is hereby amended by deleting the first sentence thereof in its entirety and inserting the following new sentence in lieu thereof:

"The Administrative Agent may establish a Deposit Account at Barclays, designated as "Barclays Bank PLC – Jarden Corporation Concentration Account.".

(e) *Section 4.6 (Delivery of Instruments and Chattel Paper)* of the Pledge and Security Agreement is hereby amended by deleting the text "Deutsche Bank AG New York Branch as Administrative Agent" and inserting the text "Barclays Bank PLC, as Administrative Agent" in lieu thereof.

(f) Each Annex to the Pledge and Security Agreement is hereby amended by deleting each reference to "Deutsche Bank AG New York Branch" appearing therein and inserting the text "Barclays Bank PLC" (or, in the case of any signature blocks thereto, "BARCLAYS BANK PLC") in lieu thereof.

Section 5. Acknowledgements with respect to Local Credit Facility Intercreditor Agreement. The Required Lenders acknowledge that, pursuant to the terms of the Local Credit Facility Intercreditor Agreement, the appointment of Barclays as Successor Agent shall also constitute the appointment of Barclays as Enforcement Agent (as defined in the Local Credit Facility Intercreditor Agreement) pursuant to *Section 3.1(e) (Appointment and Authorizations)* of the Local Credit Facility Intercreditor Agreement.

Section 6. Conditions to Effectiveness. This Amendment shall become effective as of the date (the "***Effective Date***") on which each of the following conditions precedent shall have been satisfied (which, in the case of the conditions described in *clause (a)(iii)* below, may be satisfied concurrently with the Effective Date):

(a) *Certain Documents*. The Administrative Agent and the Successor Administrative Agent shall have received each of the following, dated as of the Effective Date (unless otherwise agreed to by the Administrative Agent and the Successor Administrative Agent), in form and substance satisfactory to the Administrative Agent and the Successor Agent:

(i) this Amendment, duly executed by the Borrower, the Administrative Agent, each 2010 Extending Term Lender, each 2010 Extending Revolving Lender and the Required Lenders;

(ii) the Consent, Agreement and Affirmation of Guaranty in the form attached hereto as Exhibit A (the "***Guarantor Consent***"), duly executed by each of the Guarantors;

(iii) (x) the DBNY Resignation and Assignment Agreement, in the form attached hereto as Exhibit B, duly executed by the Borrower, the Guarantors, the Existing Agent and the Successor Agent, dated as of the date hereof and (y) the "Effective Date" under, and as defined in, the DBNY Resignation and Assignment Agreement shall have occurred;

(iv) certified copies of resolutions of the Board of Directors or Sole Member, as applicable, of each Loan Party approving the execution, delivery and performance of this Amendment and the other Loan Documents delivered in connection herewith to which such Loan Party is a party;

(v) a favorable opinion of Kane Kessler, P.C., counsel to the Loan Parties, in form and substance reasonably satisfactory to the Successor Administrative Agent and addressing such matters relating to this Amendment as the Successor Administrative Agent may reasonably request;

(vi) a copy of the notice delivered by a Responsible Officer of the Borrower (or by an authorized attorney at Kane Kessler, P.C, counsel to the Borrower), to each Local Agent in respect of each outstanding Local Credit Facility pursuant to the requirements of *Section 5.4(c)*

(Matters Relating to Loan Documents) of the Local Credit Facility Intercreditor Agreement, pursuant to which the Borrower notifies each such Local Agent of the amendments contained herein, certified by a Responsible Officer of the Borrower as being a true, complete and correct copy of such notice and together with evidence reasonably satisfactory to the Administrative Agent and the Successor Agent that such notice shall have been delivered by the Borrower to such Local Agents at least three (3) Business Days prior to the Effective Date; and

(vii) such additional documentation as the Administrative Agent, the Successor Administrative Agent or the Required Lenders may reasonably require prior to the execution and delivery of this Amendment.

(b) *Corporate and Other Proceedings*. All corporate and other proceedings, and all documents, instruments and other legal matters in connection with the transactions contemplated by this Amendment shall be satisfactory in all respects to the Administrative Agent, the Successor Administrative Agent and the Required Lenders.

(c) *Representations and Warranties; No Defaults*. The Administrative Agent and the Successor Administrative Agent, for the benefit of the Agents, the Successor Agent and the Lenders, shall have received a certificate of a Responsible Officer of the Borrower certifying that both before and after giving effect to this Amendment:

(i) each of the representations and warranties set forth in *Article V (Representations and Warranties*) of the Credit Agreement and in the other Loan Documents shall be true and correct in all material respects on and as of the Effective Date with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects as of such earlier date;

(ii) no Default or Event of Default shall have occurred and be continuing, either on the date hereof or on the Effective Date

(iii) to Borrower's knowledge, after conducting a commercially reasonable inquiry regarding the accuracy of Schedule 3, Schedule 3 to the DBNY Resignation and Assignment Agreement contains a complete list of all possessory Collateral delivered to the Existing Agent; and

(iv) Schedule 4 to the DBNY Resignation and Assignment Agreement contains a complete and accurate list of the jurisdiction of organization, legal name and chief executive office or sole place of business, in each case of as of the date hereof, of the Borrower and each Guarantor;

(d) *Extension of Term Loans.* Term Loan Lenders holding, in the aggregate, at least fifty percent (50%) of the outstanding principal amount of Term Loan B1, Term Loan B2 and Term Loan B3 shall have executed this Amendment as 2010 Extending Term Lenders, and an aggregate of no less than fifty percent (50%) of the outstanding principal amount of Term Loan B1, Term Loan B2 and Term Loan B3 shall have been converted into Loans under Term Loan B5.

(e) *Consent Fee*. The Successor Administrative Agent shall have received from the Borrower a consent fee payable in Dollars for the account of each Lender that has returned an executed signature page to this Amendment to the Successor Administrative Agent at or prior to 12:00 p.m., New York City time on August 20, 2010 (the "***Consent Deadline***" and each such Lender, a "***Consenting Lender***") equal to 0.10% of the sum of (x) the aggregate principal amount of Term Loans, if any, held by such Consenting Lender as of the Consent Deadline with respect to which a consent was delivered and (y) the aggregate amount of the Revolving Credit Commitment, if any, of such Consenting Lender as of the Consent Deadline with respect to which a consent was delivered.

Section 7. Certain Covenants and Agreements.

(a) *Further Assurances*. The Borrower hereby covenants and agrees that after giving effect to this Amendment, the resignation of DBNY as Existing Agent and the appointment of Barclays as Successor Agent, the Borrower and its Subsidiaries shall take such other actions and deliver such documents, at their sole cost and expense, as reasonably requested by the Successor Agent in furtherance of the foregoing, and the Borrower shall otherwise comply in all respects with *Section 6.20 (Further Assurances)* of the Credit Agreement in accordance with the terms thereof.

(b) *Default.* Any breach by the Borrower of its obligations under this *Section 7* shall constitute a Default under *Section 8.01 (c) (Other Defaults)* of the Credit Agreement and, if unremedied after the provision of notice and passage of time contemplated by such *Section*, an Event of Default for all purposes of the Credit Agreement and the other Loan Documents.

Section 8. Representations and Warranties. The Borrower, on behalf of itself and the other Loan Parties, hereby represents and warrants to the Agents, the Successor Agent and each Lender as follows:

(a) the execution, delivery and performance by each Loan Party of this Amendment have been duly authorized by all requisite corporate or other action on the part of such Loan Party and will not violate any of the certificates of incorporation or by-laws (or equivalent Constituent Documents) of such Loan Party; and

(b) this Amendment has been duly executed and delivered by each Loan Party, and each of this Amendment, the Credit Agreement and the Pledge and Security Agreement as amended or otherwise modified hereby constitutes the legal, valid and binding obligation of such Loan Party, enforceable against such Loan Party in accordance with their terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization and other similar Laws relating to or affecting creditors' rights generally and by the application of general equitable principles (whether considered in proceedings at Law or in equity).

Section 9. Reference to and Effect on the Loan Documents.

(a) As of the Effective Date, each reference in the Credit Agreement and the other Loan Documents to the "*Credit Agreement*", the *"Pledge and Security Agreement"*, "*this Agreement*," "*hereunder*," "*hereof*," "*herein*" or words of like import shall mean and be a reference to the Credit Agreement, the Pledge and Security Agreement, or such other Loan Document, as applicable, as amended by this Amendment.

(b) Except to the extent amended hereby, the Credit Agreement and all of the other Loan Documents shall remain in full force and effect and are hereby ratified and confirmed.

(c) The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any Default or Event of Default or any right, power, privilege or remedy of any Agent, any Lender or any L/C Issuer under the Credit Agreement or any Loan Document, or constitute a waiver of any provision of the Credit Agreement or any Loan Document, except as to any waiver expressly set forth in this Amendment.

(d) The Borrower hereby confirms that the security interests and Liens granted by the Borrower pursuant to the Loan Documents continue to secure the Obligations and that such security interests and Liens remain in full force and effect.

Section 10. Costs and Expenses. As provided in *Section 10.04 (Attorney Costs, Expenses and Taxes)* of the Credit Agreement, the Borrower agrees to reimburse the Agents and the Successor Agent for all reasonable fees, costs and out-of-pocket expenses due and payable by the Borrower pursuant to the Loan Documents, as well as such costs and expenses (including Attorney Costs) for advice, assistance, or other representation of the Successor Agent in connection with the preparation, negotiation, execution and delivery of this Amendment, the DBNY Resignation and Assignment Agreement and all related documents.

Section 11. Governing Law. This Amendment and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

Section 12. Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purposes.

Section 13. Severability. The fact that any term or provision of this Amendment (or of the Credit Agreement, and the Pledge and Security Agreement, to the extent modified pursuant to this Amendment) is held invalid, illegal or unenforceable as to any person in any situation in any jurisdiction shall not affect the validity, enforceability or legality of the remaining terms or provisions hereof or the validity, enforceability or legality of such offending term or provision in any other situation or jurisdiction or as applied to any person.

Section 14. Execution in Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Receipt by the Administrative Agent or the Successor Administrative Agent of a facsimile, PDF or other electronic copy of an executed signature page hereof shall constitute receipt by the Administrative Agent or the Successor Administrative Agent, as the case may be, of an executed counterpart of this Amendment.

Section 15. Waiver of Jury Trial. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING WITH RESPECT TO THIS AMENDMENT OR ANY OTHER LOAN DOCUMENT.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this Fourteenth Amendment has been duly executed on the date set forth above.

JARDEN CORPORATION, as Borrower

By: /s/ John E. Capps
Name: John E. Capps
Title: Senior Vice President and General Counsel

DEUTSCHE BANK AG NEW YORK BRANCH, as Administrative Agent, Swing Line Lender, Foreign Currency Lender and a Lender under the Credit Agreement

By: /s/ Scottye Lindsey
Name: Scottye Lindsey
Title: Director

By: /s/ Erin Morrissey
Name: Erin Morrissey
Title: Vice President

CITICORP USA, INC., as Syndication Agent and a Lender under the Credit Agreement

By: /s/ Allen Fisher
Name: Allen Fisher
Title: Managing Director

JPMORGAN CHASE BANK, N.A., as
Co-Documentation Agent, a L/C Issuer and a Lender

By: /s/ Michelle Cipriani
Name: Michelle Cipriani
Title: Vice President

PNC BANK, NATIONAL ASSOCIATION,
as Co-Documentation
Agent, a L/C Issuer and a Lender

By: /s/ Chris D. Thornton
Name: Chris D. Thornton
Title: Senior Vice President

SOVEREIGN BANK, as
Co-Documentation Agent, a L/C Issuer and
a Lender

By: /s/ Carlos A. Calixto
Name: Carlos A. Calixto
Title: Vice President

SUNTRUST BANK, as
Co-Documentation Agent and a Lender

By: /s/ Matt Rowand
Name: Matt Rowand
Title: Vice President

WELLS FARGO BANK, N.A., as
Co-Documentation Agent, a L/C Issuer and a Lender

By: /s/ Donald Schwartz
Name: Donald Schwartz
Title: Managing Director

EXHIBIT 12.1

Jarden Corporation
Ratio of Earnings to Fixed Charges Calculation (A)

(in millions)	For the Years Ended December 31, 2010	2009	2008	2007	2006
Earnings Before Fixed Charges:					
Net income (loss)	$106.7	$128.7	$ (58.9)	$ 28.1	$106.0
Add: Income tax provision	122.8	110.5	26.3	38.5	82.0
Less/add: Equity (income) loss of minority-owned companies	(1.3)	0.1	0.1	0.2	—
Add: Amortization of capitalized interest	0.1	0.2	0.2	0.1	—
Add: Fixed charges	209.9	176.6	206.3	173.9	130.8
Total earnings available for fixed charges	$438.2	$416.1	$174.0	$240.8	$318.8
Fixed Charges:					
Interest expense	$177.8	$147.3	$178.7	$149.7	$112.6
Interest component of rental expense	32.0	29.3	27.6	24.0	17.7
Total fixed charges before capitalized interest	209.8	176.6	206.3	173.7	130.3
Capitalized interest	0.1	—	—	0.2	0.5
Total Fixed Charges	$209.9	$176.6	$206.3	$173.9	$130.8
Ratio of Earnings to Fixed Charges	**2.1**	**2.4**	**(B)**	**1.4**	**2.4**

(A) – This Exhibit is provided as required by Item 503(d) of Regulation S-K solely because the Company has outstanding debt securities registered under the Securities Act of 1933, as amended. Neither the Company’s registered debt securities nor its senior secured credit facility contains a ratio of earnings-to-fixed-charges covenant.

(B) – Due to the loss in 2008, additional net income of $32.3 is required to achieve a ratio of 1:1.

EXHIBIT 21.1

JARDEN CORPORATION
SUBSIDIARIES OF JARDEN CORPORATION

The following are subsidiaries of Jarden Corporation as of December 31, 2010 and the jurisdictions in which they are organized. The names of certain subsidiaries have been omitted because in the aggregate they do not constitute a significant subsidiary as determined by the Company.

Company	State or Jurisdiction of Incorporation/Organization
Abu AB	Sweden
Abu Garcia AB	Sweden
Abu Garcia Pty. Ltd.	Australia
Allegre Puériculture S.A.S.	France
Alltrista Limited	Canada
Alltrista Plastics LLC*	Indiana
American Household, Inc.	Delaware
Application des Gaz S.A.S.	France
Australian Coleman, Inc.	Kansas
Baby Care Holding S.A.S.	France
Bafiges S.A.S.	France
Bernardin Ltd.	Canada
Bicycle Holding, Inc.	Delaware
BIL Grudstucksverwaltungs-GmbH & Co.	Germany
Bionaire International B.V.	Netherlands
BRK Brands, Inc.	Delaware
BRK Brands Europe Limited	United Kingdom
Camping Gaz CS S.R.O.	Czech Republic
Camping Gaz (Deutschland) GmbH	Germany
Camping Gaz International (Portugal) Sociedade Unipessoal, Lda.	Portugal
Camping Gaz Italia S.r.l.	Italy
Camping Gaz (Suisse) SA	Switzerland
Canadian Playing Card Company, Limited	Canada
Cavoma L.P.	Cayman Island
Cavoma Ltd.	Cayman Island
CC Outlet, Inc.**	Delaware
Coleman Benelux B.V.	Netherlands
Coleman Brands Pty Limited	Australia
Coleman (Deutschland) GmbH	Germany
Coleman EMEA GmbH	Germany
Coleman EMEA S.A.S.	France
Coleman Guangzhou Outdoor Leisure Products Company Ltd.	China
Coleman Hong Kong Limited	Hong Kong
Coleman International Holdings, LLC	Delaware
Coleman Japan Co., Ltd.	Japan
Coleman UK Limited	United Kingdom
Coleman Vostok LLC	Russia
Coleman Worldwide Corporation	Delaware
Desarrollo Industrial Fitec, S. de R.L. de C.V.	Mexico
Detector Technology Limited	Hong Kong
Dicon Global Inc.	Canada
Dongguan Holmes Electrical Products Co. Ltd.	China
Dongguan HuiXan Electrical Products Co. Ltd.	China
Dongguan Raider Motor Corporation Ltd.	China
Electrónica BRK de Mexico, S.A. de C.V.	Mexico
Esteem Industries Limited	Hong Kong
Facel SNC	France
Financière Elysées Balzac S.A.	France
First Alert, Inc.	Delaware

Company	State or Jurisdiction of Incorporation/Organization
Hearthmark, LLC ***	Delaware
Holmes Motor Corporation	Delaware
Holmes Products (Europe) Limited	United Kingdom
Holmes Products (Far East) Limited	Bahamas
International Playing Card Company Limited	Canada
Jarden Acquisition ETVE, S.L.	Spain
Jarden Acquisition I, LLC	Delaware
Jarden Consumer Solutions of India Private Limited	India
Jarden Lux S.à r.l.	Luxembourg
Jarden Lux Finco S.à r.l.	Luxembourg
Jarden Lux Holdings S.à r.l.	Luxembourg
Jarden Plastic Solutions Limited	United Kingdom
Jarden Receivables, LLC	Delaware
Jarden Zinc Products, LLC	Indiana
Java Products Corporation	Canada
K-2 Corporation****	Indiana
K2 Corporation of Canada	Canada
K2 (Hong Kong), Limited	Hong Kong
K2 Inc.	Delaware
K2 Japan Corporation	Japan
K2 Sports Europe GmbH	Germany
K2 (Switzerland) GmbH	Switzerland
Kansas Acquisition Corp.	Delaware
L.A. Services, Inc.	Delaware
Laser Acquisition Corp.	Delaware
Le Carde SA	France
Leewards Plastics Manufacturers (Shanghai) Co., Ltd.	China
Lehigh Consumer Products LLC	Delaware
Lillo do Brasil Indústria e Comércio de Produtos Infantis Ltda.	Brazil
Loew-Cornell, LLC	Delaware
Madshus A.S.	Norway
Mao Ming Passion Sports Company Limited	China
Mapa Babycare Company Limited	Hong Kong
Mapa Babycare (Taiwan) Company Limited	Taiwan
Mapa Gloves SDN BHD	Malaysia
Mapa GmbH	Germany
Mapa S.A.S.	France
Mapa Spontex Iberica SAU	Spain
Mapa Spontex Italia S.p.A.	Italy
Mapa Spontex Polska SPZoo	Poland
Mapa Spontex S.A. de C.V.	Mexico
Mapa Spontex Sro	Czech Republic
Mapa Spontex Trading SDN BHD	Malaysia
Mapa Spontex Trading (Shanghai) Company Limited	China
Mapa Spontex UK Limited	United Kingdom
Mapa Virulana S.A.I.C.	Argentina
Marker CZ s.r.o.	Czech Republic
MARKER Deutschland GmbH	Germany
Marker Volkl Japan Co. Ltd.	Japan
Marker Dalbello Völklski Sports GmbH	Germany
Marker –Völkl –Austria GmbH	Austria
Marker Völkl (International) GmbH	Switzerland
Marker Völkl (International) Sales GmbH	Germany
Marker Volkl USA, Inc.*****	New Hampshire
Marmot Mountain, LLC	Delaware
Marmot Mountain of Canada Ltd.	Canada
Marmot Mountain Europe GmbH	Germany

Company	State or Jurisdiction of Incorporation/Organization
Miken Sports, LLC	Delaware
Mucambo SA	Brazil
Naipes Heraclio Fournier, S.A.	Spain
Nimex Saltillo S.A. de C.V.	Mexico
Nippon Coleman, Inc.	Kansas
Noris Shakespeare NV	Belgium
NUK USA LLC	Delaware
Oster de Argentina S.A.	Argentina
Oster de Chile Comercializadora Limitada	Chile
Oster de Colombia Ltda.	Colombia
Oster de Venezuela, S.A.	Venezuela
Oster del Peru S.A.C.	Peru
Oster GmbH	Germany
Oster of Canada ULC	Canada
OTG-Cani Denmark A/S (60%)	Denmark
Outdoor Technologies Corporation	Iowa
Outdoor Technologies (Canada), Inc.	Canada
Outdoor Technologies Group Sweden AB	Sweden
Penn Fishing Tackle Mfg. Co.	Pennsylvania
Productos Coleman S.A.	Spain
Pure Fishing Asia Co., Ltd.	Taiwan
Pure Fishing Deutschland GmbH	Germany
Pure Fishing Europe S.A.S.	France
Pure Fishing (Guangzhou) Trading Co. Ltd.	China
Pure Fishing (Hong Kong) Co. Limited	Hong Kong
Pure Fishing, Inc. ******	Iowa
Pure Fishing Finland Oy	Finland
Pure Fishing Japan Co., Ltd.	Japan
Pure Fishing Korea Co., Ltd.	Korea
Pure Fishing Malaysia Sdn. Bhd.	Malaysia
Pure Fishing Netherlands B.V.	Netherlands
Pure Fishing Norway A/S	Norway
Pure Fishing (NZ) Limited	New Zealand
Pure Fishing (Thailand) Co., Ltd.	Thailand
Pure Fishing (UK) Ltd.	United Kingdom
QMC Buyer Corp.	Delaware
Quickie De Mexico, S. de R.L. de C.V.	Mexico
Quickie Holdings, Inc.	Delaware
Quickie Manufacturing Corporation	New Jersey
Quoin, LLC	Delaware
Raider Motor Corporation	Bahamas
Rawlings de Costa Rica, S.A.	Costa Rica
Rawlings Sporting Goods Company, Inc. *******	Delaware
Rival de Mexico, S.A. de C.V.	Mexico
Sea Striker, LLC	Delaware
SI II, Inc.	Florida
Servicios Sunbeam-Coleman de Mexico, S.A. de C.V.	Mexico
Shakespeare Company, LLC	Delaware
Shakespeare Conductive Fibers, LLC	Delaware
Shakespeare Europe B.V.	Netherlands
Shakespeare (Hong Kong) Limited	Hong Kong
Shakespeare International Limited	United Kingdom
Shakespeare Monofilament U.K. Limited	United Kingdom
Shanghai Spontex Trading Company Limited	China
Shenzhen CICAM Manufacturing Co. Limited (51%)	China
Sitca Corporation	Washington
Söke D.O.O.	Slovenia

Company	State or Jurisdiction of Incorporation/Organization
Söke Handels GmbH	Austria
Söke Hungaria Kft	Hungry
Spontex SNC	France
Sunbeam Americas Holdings, LLC	Delaware
Sunbeam Corporation (Canada) Limited	Canada
Sunbeam de Costa Rica SCR, Limitada	Costa Rica
Sunbeam del Peru, S.A.	Peru
Sunbeam Holdings, S.A. de C.V.	Mexico
Sunbeam International (Asia) Limited	Hong Kong
Sunbeam Mexicana, S.A. de C.V.	Mexico
Sunbeam-Oster de Acuña, S.A. de C.V.	Mexico
Sunbeam-Oster de Matamoros, S.A. de C.V.	Mexico
Sunbeam Products, Inc.********	Delaware
SunCan Holding Corp.	Canada
The Coleman Company, Inc.	Delaware
The United States Playing Card Company	Delaware
USPC Holding, Inc.	Delaware
USPC Mexico, S.A. de C.V.	Mexico
Virumetal SA	Uruguay
viskovita GmbH	Germany
Volf & Co Sro (80%)	Czech Republic
Völkl GmbH	Germany
Völkl Sports GmbH & Co. KG	Germany
The Wallingford Insurance Company Limited	Bermuda

*	(DBA) Jarden Plastic Solutions
**	(Assumed Name) Coleman Factory Outlet
***	(DBA) Jarden Home Brands
****	(Assumed Names) 5150, Adio Footwear, Atlas Snow-Shoe Company, K2 Sports, Morrow, Planet Earth Clothing, Ride Snowboard Company,Tubbs Snowshoes and Zoot Sports
*****	(DBA) Volkl Snowboards
******	(Assumed Names) Fenwick Golf, Fisherman’s Factory Outlet and Outdoor Technologies Group
*******	(DBAs) The Licensed Products Company, Jarden Sports Licensing and J. deBeer & Son
********	(DBA) Jarden Consumer Solutions

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the following Registration Statements:

(1) Registration Statement Number 33-60730 on Form S-8 filed March 31, 1993,

(2) Registration Statement Number 333-27459 on Form S-8 filed May 20, 1997,

(3) Registration Statement Number 333-67033 on Form S-8 filed November 10, 1998,

(4) Registration Statement Number 333-87996 on Form S-8 filed May 10, 2002,

(5) Registration Statement Number 333-105081 on Form S-8 filed May 8, 2003,

(6) Registration Statement Number 333-129636 on Form S-3 filed November 10, 2005,

(7) Registration Statement Number 333-129632 on Form S-8 filed November 10, 2005,

(8) Registration Statement Number 333-138302 on Form S-3 filed October 30, 2006,

(9) Registration Statement Number 333-140400 on Form S-3 filed February 2, 2007,

(10) Registration Statement Number 333-158801 on Form S-3 filed April 27, 2009, and Post Effective Amendment No. 1 thereto filed on January 11, 2010,

(11) Registration Statement Number 333-160598 on Form S-8 filed July 16, 2009,

(12) Registration Statement Number 333-166795 on Form S-3 filed May 13, 2010, and

(13) Registration Statement Number 333-167043 on Form S-8 filed May 24, 2010,

of Jarden Corporation of our report dated February 24, 2011, relating to the consolidated financial statements, financial statement schedule and the effectiveness of internal control over financial reporting which appears in this Annual Report on Form 10-K.

/s/ PricewaterhouseCoopers LLP

New York, New York
February 24, 2011

Exhibit 31.1

CERTIFICATION

I, Martin E. Franklin, certify that:

1. I have reviewed this Annual Report on Form 10-K of Jarden Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
    - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
    - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
    - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
    - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's independent auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
    - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
    - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 24, 2011

/s/ Martin E. Franklin

Martin E. Franklin
Chief Executive Officer

Exhibit 31.2

CERTIFICATION

I, Ian G.H. Ashken, certify that:

1. I have reviewed this Annual Report on Form 10-K of Jarden Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
   a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's independent auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
   a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 24, 2011

/s/ Ian G.H. Ashken

Ian G.H. Ashken
Chief Financial Officer

EXHIBIT 32.1

**CERTIFICATION
OF
CHIEF EXECUTIVE OFFICER
AND
CHIEF FINANCIAL OFFICER
PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report on Form 10-K of Jarden Corporation (the "Company") for the year ended December 31, 2010 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Martin E. Franklin, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

/s/ Martin E. Franklin

Martin E. Franklin
Chief Executive Officer
February 24, 2011

In connection with the Annual Report on Form 10-K of Jarden Corporation (the "Company") for the year ended December 31, 2010 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Ian G.H. Ashken, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

/s/ Ian G.H. Ashken

Ian G.H. Ashken
Chief Financial Officer
February 24, 2011