

Complaint

IN THE MATTER OF

**JARDEN CORPORATION
AND
K2 INC.**CONSENT ORDER, ETC., IN REGARD TO ALLEGED VIOLATIONS
OF SEC. 7 OF THE CLAYTON ACT AND SEC. 5 OF THE FEDERAL
TRADE COMMISSION ACT*Docket C-4196; File No. 071 0168**Complaint, August 8, 2007 – Decision, September 14, 2007*

This consent order addresses the \$1.2 billion acquisition by Jarden Corporation (“Jarden”) of K2 Incorporated (“K2”). The complaint alleged that the proposed acquisition, if consummated, would violate Section 7 of the Clayton Act and Section 5 of the Federal Trade Commission Act by lessening competition in the U.S. market for monofilament fishing line. The consent order requires the divestiture of Cajun Line[®], Omniflex[®], Outcast[®], and Supreme[™] monofilament fishing line products (the “Divested Assets”) to W. C. Bradley/Zebco (“Zebco”). Additionally, the order prohibits Jarden from using confidential information relating to the Divested Assets, and precludes certain key K2 employees from working at Jarden on competitive fishing line products for two years. The order further requires respondents to provide Zebco with the opportunity to enter into employment contracts with key individuals experienced in working with the Divested Assets.

Participants

For the *Commission*: Stephen Argeris, Sylvia M. Brooks, Mark Frankena, David Glasner, Tammy L. Imhoff, Brendan J. McNamara, Michael R. Moiseyev, and Louis Silvia.

For the *Respondents*: Christopher Dusseault, Gibson, Dunn & Crutcher; Mitchell D. Hollander, Kane Kessler; Raymond A. Jacobsen, Jr., McDermott, Will & Emery.

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COMPLAINT

Pursuant to the Clayton Act and the Federal Trade Commission Act, and its authority thereunder, the Federal Trade Commission (“Commission”), having reason to believe that Respondent Jarden Corporation (“Jarden”), a corporation subject to the jurisdiction of the Commission, has agreed to acquire certain assets and voting securities of Respondent K2 Inc. (“K2”) (collectively “Respondents”), a corporation subject to the jurisdiction of the Commission, in violation of Section 7 of the Clayton Act, as amended, 15 U.S.C. § 18, and Section 5 of the Federal Trade Commission Act, as amended, 15 U.S.C. § 45, and it appearing to the Commission that a proceeding in respect thereof would be in the public interest, hereby issues its Complaint, stating its charges as follows:

I. RESPONDENT JARDEN

1. Respondent Jarden is a corporation organized, existing, and doing business under and by virtue the laws of the state of Delaware, with its office and principal place of business located at 555 Theodore Fremd Avenue, Suite B-302, Rye, NY 10580.

2. Respondent Jarden is engaged in, among other things, the research, development, manufacture, distribution, and sale of branded consumer and outdoor products, including fishing tackle sold through its subsidiary, Pure Fishing.

3. Respondent Jarden is, and at all times herein has been, engaged in commerce, as “commerce” is defined in Section 1 of the Clayton Act, as amended, 15 U.S.C. §12, and is a corporation whose business is in or affects commerce, as “commerce” is defined in Section 4 of the Federal Trade Commission Act, as amended, 15 U.S.C. § 44.

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II. RESPONDENT K2

4. Respondent K2 is a corporation organized, existing, and doing business under and by virtue of the laws of the state of Delaware, with its offices and principal place of business located at 5818 El Camino Real, Carlsbad, CA 92008.

5. Respondent K2 is engaged in, among other things, the research, development, manufacture, distribution, and sale of branded sporting equipment, including fishing tackle sold through its subsidiary, Shakespeare.

6. Respondent K2 is, and at all times herein has been, engaged in commerce, as “commerce” is defined in Section 1 of the Clayton Act, as amended, 15 U.S.C. §12, and is a corporation whose business is in or affects commerce, as “commerce” is defined in Section 4 of the Federal Trade Commission Act, as amended, 15 U.S.C. § 44.

III. THE PROPOSED ACQUISITION

7. Pursuant to an Agreement and Plan of Merger dated as of April 24, 2007 (the “Agreement”), Jarden proposes to acquire 100% of the voting securities of K2 for approximately \$1.2 billion (the “Acquisition”).

IV. THE RELEVANT MARKET

8. For the purposes of this Complaint, the relevant line of commerce in which to analyze the effects of the acquisition is the research, development, manufacture, and sale of monofilament fishing line. Monofilament fishing line is the most widely-used and least expensive type of fishing line. It accounts for 60 to 75 percent of total sales for fishing line. While other specialized types of fishing line, including braided (or super line) and fluorocarbon, appear to be growing in popularity, especially among avid anglers,

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the vast majority of fishing line purchases in the United States are of monofilament line. The evidence indicates anglers, if faced with a five to ten percent increase in the price of monofilament line, would not switch to braided line or fluorocarbon line. Braided and fluorocarbon line are significantly more expensive than monofilament line and are used for particular fishing conditions.

9. For the purposes of this complaint, the United States is the relevant geographic area in which to analyze the effects of the acquisition in the relevant line of commerce. Consistent with Commission findings in previous branded consumables cases, the need for distribution, infrastructure, and a U.S. sales force creates significant impediments to the ability of foreign firms to successfully and competitively import monofilament fishing line into the United States.

V. THE STRUCTURE OF THE MARKET

10. The relevant market for the manufacture, distribution, and sale of monofilament fishing line in the United States is highly concentrated as measured by the Herfindahl-Hirschman Index (“HHI”). Jarden dominates the monofilament fishing line market, and K2 is its most significant competitor. The proposed acquisition would entrench Jarden further as the dominant supplier of monofilament fishing line in the United States and increase concentration significantly.

VI. ENTRY CONDITIONS

11. Entry into the relevant line of commerce would not be timely, likely, or sufficient to deter or counteract the anticompetitive effects of the Acquisition set forth in Paragraph 12 below. Entry into the monofilament fishing line market would require the investment of high sunk costs to establish a brand name and provide promotional funding and advertising to support the product, which would be difficult to justify given the market structure and sales opportunities. As a result, new entry into any of these markets

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sufficient to achieve a significant market impact within two years is unlikely.

VII. EFFECTS OF THE ACQUISITION

12. The effects of the Acquisition, if consummated, may be to substantially lessen competition and to tend to create a monopoly in the relevant markets in violation of Section 7 of the Clayton Act, as amended, 15 U.S.C. § 18, and Section 5 of the FTC Act, as amended, 15 U.S.C. § 45, in the following ways, among others:

- a. by eliminating actual, direct, and substantial competition between Respondents Jarden and K2 for the research, development, manufacture, and sale of monofilament fishing line in the United States;
- b. by increasing the ability of the merged entity to raise prices of monofilament fishing line unilaterally in the United States; and
- c. by reducing the merged entity's incentives to improve service or product quality for monofilament fishing line in the United States.

VIII. VIOLATIONS CHARGED

13. The Acquisition described in Paragraph 7 constitutes a violation of Section 5 of the FTC Act, as amended, 15 U.S.C. § 45.

14. The Acquisition described in Paragraph 7, if consummated, would constitute a violation of Section 7 of the Clayton Act, as amended, 15 U.S.C. § 18, and Section 5 of the FTC Act, as amended, 15 U.S.C. § 45.

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WHEREFORE, THE PREMISES CONSIDERED, the Federal Trade Commission on this eighth day of August, 2007, issues its Complaint against said Respondents.

By the Commission.

ORDER TO MAINTAIN ASSETS

The Federal Trade Commission ("Commission"), having initiated an investigation of the proposed acquisition by Respondent Jarden Corporation ("Jarden") of Respondent K2 Inc. ("K2"), hereinafter referred to as "Respondents," and Respondents having been furnished thereafter with a copy of a draft Complaint that the Bureau of Competition proposed to present to the Commission for its consideration and that, if issued by the Commission, would charge Respondents with violations of Section 7 of the Clayton Act, as amended, 15 U.S.C. § 18, and Section 5 of the Federal Trade Commission Act, as amended, 15 U.S.C. § 45; and

Respondents, their attorneys, and counsel for the Commission having thereafter executed an Agreement Containing Consent Orders ("Consent Agreement"), containing an admission by Respondents of all the jurisdictional facts set forth in the aforesaid draft of Complaint, a statement that the signing of said Consent Agreement is for settlement purposes only and does not constitute an admission by Respondents that the law has been violated as alleged in such Complaint, or that the facts as alleged in such Complaint, other than jurisdictional facts, are true, and waivers and other provisions as required by the Commission's Rules; and

The Commission having thereafter considered the matter and having determined to accept the executed Consent Agreement and to

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place such Consent Agreement on the public record for a period of thirty (30) days for the receipt and consideration of public comments, now in further conformity with the procedure described in Commission Rule 2.34, 16 C.F.R. § 2.34, the Commission hereby issues its Complaint, makes the following jurisdictional findings and issues this Order to Maintain Assets:

1. Respondent Jarden is a corporation organized, existing and doing business under and by virtue of the laws of the state of Delaware, with its offices and principal place of business located at 555 Theodore Fremd Avenue, Suite B-302, Rye, NY 10580.

2. Respondent K2 is a corporation organized, existing and doing business under and by virtue of the laws of the state of Delaware, with its offices and principal place of business located at 5818 El Camino Real, Carlsbad, CA 92008.

3. The Commission has jurisdiction of the subject matter of this proceeding and of the Respondents, and the proceeding is in the public interest.

ORDER**I.**

IT IS ORDERED that, as used in this Order to Maintain Assets, the definitions used in the Consent Agreement and the proposed Decision and Order (and when made final, the Decision and Order), shall apply.

II.

IT IS FURTHER ORDERED that from the date this Order to Maintain Assets becomes final:

A. Respondents shall take such actions as are necessary to maintain the full economic viability, marketability and

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competitiveness of the assets and business associated with the Divestiture Assets, to minimize any risk of loss of competitive potential for the business associated with the Divestiture Assets, and to prevent the destruction, removal, wasting, deterioration, or impairment of any of the Divestiture Assets except for ordinary wear and tear. Respondents shall not sell, transfer, encumber or otherwise impair the full economic viability, marketability or competitiveness of the Divestiture Assets.

- B. Respondents shall maintain the operations of the Divestiture Assets in the regular and ordinary course of business and in accordance with past practice (including regular repair and maintenance of the Divestiture Assets) and/or as may be necessary to preserve the marketability, viability, and competitiveness of each of the Divested Fishing Line Products associated with the Divestiture Assets and shall use their best efforts to preserve the existing relationships with the following: suppliers; vendors; distributors; customers; employees; and others having business relations with the Divestiture Assets. Respondents' responsibilities shall include, but are not limited to, the following:
1. providing the Divestiture Assets with sufficient working capital to operate the Divestiture Assets at least at current rates of operation, to meet all capital calls with respect to the Divestiture Assets and to carry on, at least at their scheduled pace, all capital projects, business plans and promotional activities for the Divestiture Assets;
 2. continuing, at least at their scheduled pace, any additional expenditures for the Divestiture Assets authorized prior to the date the Consent Agreement was signed by Respondents including, but not limited to, all research, development, and marketing expenditures;

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3. provide such resources as may be necessary to respond to competition against the Divested Fishing Line Products associated with the Divestiture Assets and/or to prevent any diminution in retail sales of such Products during and after the Acquisition and prior to divestiture;
 4. provide such resources as may be necessary to maintain the competitive strength and positioning of the Divested Fishing Line Products associated with the Divestiture Assets at all retail accounts;
 5. making available for use by the Divestiture Assets funds sufficient to perform all routine maintenance and all other maintenance as may be necessary to, and all replacements of, the Divestiture Assets;
 6. providing the Divestiture Assets with such funds as are necessary to maintain the full economic viability, marketability and competitiveness of the Divestiture Assets; and
 7. providing such support services to the Divestiture Assets as were being provided to these businesses by Respondents as of the date the Consent Agreement was signed by Respondents.
- C. Respondents shall maintain a work force at least as equivalent in size, training, and expertise to what has been associated with the Divestiture Assets for the relevant Divested Fishing Line Product's most recent pre-Acquisition marketing plan.
- D. Respondents shall, until the Divestiture Date, provide all Divestiture Assets Core Employees with reasonable financial incentives to continue in their positions and to market and promote the Divestiture Assets consistent with past practices and/or as may be necessary to preserve the marketability,

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viability and competitiveness of the Divestiture Assets and to ensure successful execution of the pre-Acquisition marketing plans related to the Divestiture Assets. Such incentives shall include a continuation of all employee compensation and benefits offered by Respondents until the Divestiture Date has occurred, including regularly scheduled raises, bonuses, and vesting of pension benefits (as permitted by Law). In addition to the foregoing, Respondents shall provide to each Divestiture Assets Key Employee who accepts employment with the Commission-approved Acquirer, an incentive equal to twenty-five (25) percent of such employee's base annual salary to be paid upon the employee's completion of one (1) year of employment with the Commission-approved Acquirer;

provided, however, that nothing in this Order requires or shall be construed to require the Respondents to terminate the employment of any employee or prevent Respondents from continuing the employment of Divestiture Assets Key Employees (other than those conditions contained in this Order) in connection with the Acquisition or prevents the Respondents from continuing the employment of the Divestiture Assets Key Employees in connection with the Acquisition.

- E. During the Employee Access Period, Respondents shall not interfere with the hiring or employing by the Commission-approved Acquirer of Divestiture Assets Key Employees, and remove any impediments within the control of Respondents that may deter these employees from accepting employment with the Commission-approved Acquirer, including, but not limited to, any non-compete or nondisclosure provisions of employment or other contracts with Respondents that would affect the ability or incentive of those individuals to be employed by the Commission-approved Acquirer. In addition, Respondents shall not make any counteroffer to a Divestiture Assets Key Employee who

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receives a written offer of employment from the Commission-approved Acquirer;

provided, however, that this Paragraph E. shall not prohibit the Respondents from making offers of employment to or employing any Divestiture Assets Key Employee during the Employee Access Period where the Commission-approved Acquirer has notified the Respondents in writing that the Commission-approved Acquirer does not intend to make an offer of employment to that employee;

provided further that if the Respondents notify the Commission-approved Acquirer in writing of their desire to make an offer of employment to a particular Divestiture Assets Key Employee and the Commission-approved Acquirer does not make an offer of employment to that employee within twenty (20) Days of the date the Commission-approved Acquirer receives such notice, the Respondents may make an offer of employment to that employee.

- F. Pending divestiture of the relevant Divestiture Assets, Respondents shall:
1. not use, directly or indirectly, any Confidential Business Information related to the research, development, manufacturing, marketing, or sale of the Divestiture Assets other than as necessary to comply with the requirements of this Order or the Decision and Order;
 2. not disclose or convey any Confidential Business Information, directly or indirectly, to any person except the Commission-approved Acquirer; and
 3. not provide, disclose or otherwise make available, directly or indirectly, any Confidential Business

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Information related to the research, development, manufacturing, marketing or sale of the Divestiture Assets.

- G. Not later than five (5) days after the Acquisition Date, or the date on which this Order to Maintain Assets becomes final, whichever is earlier, Respondents shall provide written or electronic notification of the restrictions on the use of the Confidential Business Information by Respondents' personnel to all of Respondents' employees who:
1. are, or were, directly involved in the research, development, manufacturing, distribution, sale or marketing of the Divestiture Assets;
 2. are directly involved in the research, development, manufacturing, distribution, sale or marketing of Respondents' Fishing Line products; and
 3. may have Confidential Business Information.

Respondents shall provide such notification (in a form similar to that attached as Appendix B. to this Order to Maintain Assets) by e-mail with return receipt requested or by whatever manner or form of transmission as will assure receipt and acknowledgment by Respondents' employees, and keep a file of such receipts for one (1) year after the relevant Divestiture Date. Respondents shall maintain complete records of all such agreements at Respondents' corporate headquarters, and provide an officer's certification to the Commission stating that such acknowledgment program has been implemented and is being complied with. Respondents shall provide the Commission-approved Acquirer with copies of all certifications, notifications and reminders sent to Respondents' personnel relating to the Divestiture Assets.

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- H. Respondents shall adhere to and abide by the Divestiture Assets Supply Agreement, Transition Services Agreement and the Respondent Run-Off Licenses (“Agreements”). These Agreements shall not vary or contradict, or be construed to vary or contradict, the terms of the related Decision and Order and this Order to Maintain Assets (“Orders”), it being understood that nothing in the Orders shall be construed to reduce any obligations of Respondents under such Agreement(s), which are incorporated by reference into this Order to Maintain Assets and made a part hereof.
- I. The purpose of this Order to Maintain Assets is to maintain the full economic viability, marketability and competitiveness of the business associated with the Divestiture Assets, to minimize any risk of loss of competitive potential for the business associated with the Divestiture Assets, and to prevent the destruction, removal, wasting, deterioration, or impairment of any of the Divestiture Assets except for ordinary wear and tear.

III.

IT IS FURTHER ORDERED that, within thirty (30) Days after the date this Order to Maintain Assets becomes final, and every thirty (30) Days thereafter until Respondents have fully complied with their obligations to divest the Divestiture Assets as required by Paragraphs II. and III. of the related Decision and Order in this matter, Respondents shall submit to the Commission a verified written report setting forth in detail the manner and form in which they intend to comply, are complying, and have complied with this Order to Maintain Assets and the related Decision and Order; *provided, however*, that, after the Decision and Order in this matter becomes final, the reports due under this Order to Maintain Assets may be consolidated with, and submitted to the Commission at the

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same time as, the reports required to be submitted by Respondents pursuant to Paragraph V. of the Decision and Order.

IV.

IT IS FURTHER ORDERED that Respondents shall notify the Commission at least thirty (30) Days prior to any proposed (1) dissolution of the Respondents, (2) acquisition, merger or consolidation of Respondents, or (3) any other change in the Respondents that may affect compliance obligations arising out of the order, including, but not limited to, assignment, the creation or dissolution of subsidiaries, or any other change in Respondents.

V.

IT IS FURTHER ORDERED that, for the purposes of determining or securing compliance with this Order to Maintain Assets, and subject to any legally recognized privilege, and upon written request with reasonable notice to Respondents made to their principal United States offices, Respondents shall permit any duly authorized representatives of the Commission:

- A. Access, during office hours of Respondents and in the presence of counsel, to all facilities and access to inspect and copy all books, ledgers, accounts, correspondence, memoranda and all other records and documents in the possession or under the control of Respondents relating to compliance with this Order to Maintain Assets; and
- B. Upon five (5) Days notice to Respondents and without restraint or interference from Respondents, to interview officers, directors, or employees of Respondents, who may have counsel present, regarding such matters.

VI.

Order to Maintain Assets

IT IS FURTHER ORDERED that this Order to Maintain Assets shall terminate on the earlier of:

- A. Three (3) Days after the Commission withdraws its acceptance of the Consent Agreement pursuant to the provisions of Commission Rule 2.34, 16 C.F.R. § 2.34; or
- B. The day after the divestiture of the Divestiture Assets, as required by and described in the Decision and Order, has been completed and Respondents notify the Commission that all related assignments, conveyances, deliveries, grants, licenses, transactions, transfers and other transitions are complete, or the Commission otherwise directs that this Order to Maintain Assets is terminated.

By the Commission.

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**PUBLIC
APPENDIX A
TO THE ORDER TO MAINTAIN ASSETS
AGREEMENT CONTAINING CONSENT ORDERS
AND
PROPOSED DECISION AND ORDER**

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PUBLIC
APPENDIX B
TO THE ORDER TO MAINTAIN ASSETS**NOTICE OF FTC ORDERS AND REQUIREMENT TO
MAINTAIN CONFIDENTIALITY**

Jarden Corporation (“Jarden”) and K2 Inc. (“K2”), hereinafter referred to as “Respondents,” have entered into an Agreement Containing Consent Orders (“Consent Agreement”) with the Federal Trade Commission (“FTC”) providing for divestiture of certain assets and other relief, in connection with the acquisition of K2 by Jarden. That Consent Agreement includes two orders: the Decision and Order and the Order to Maintain Assets.

The Decision and Order requires the divestiture of assets relating to Cajun Line®, Omniflex®, Outcast®, and Supreme™ monofilament fishing line products. These assets are hereinafter referred to as the “Divestiture Assets.” Both the Decision and Order and the Order to Maintain Assets require Respondents to commit that no Confidential Business Information relating to the Divestiture Assets will be disclosed to or used by any employee of the combined entity formed by the acquisition of a controlling interest in K2 by Jarden (“Combined Entity”). In particular, this is to protect such information from being used in any way for the research, development, sale or manufacture of any product that competes or may compete with any product that is marketed by the Respondents after the proposed acquisition. The Decision and Order also requires the complete divestiture of ALL documents (including electronically stored material) that contain Confidential Business Information related to the Divestiture Assets. Accordingly, no employee of the Combined Entity may maintain copies of documents containing such information, except as otherwise required by law.

Under the Decision and Order, the Respondents are required to divest the Divestiture Assets to W.C. Bradley/Zebco (“Zebco”). Until a complete divestiture of all of the Divestiture Assets occurs, the requirements of the second order – the Order to Maintain Assets – are in place to ensure the continued marketability, viability and

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competitive vigor of the Divestiture Assets and to ensure that no confidential business information related to the Divestiture Assets is communicated to the employees of Jarden.

You are receiving this notice because you are one or more of the following: (i) an employee with work responsibilities related to the Divestiture Assets; (ii) an employee for Jarden, or the Combined Entity, who has work responsibilities in some way related to products that compete or may compete with the Divestiture Assets; or (iii) an employee, former employee, contractor, or former contractor of K2 who might have Confidential Business Information in your possession related to Divestiture Assets.

All Confidential Business Information related to the Divestiture Assets must be retained and maintained by the persons involved in the operation of that business on a confidential basis, and such persons must not provide, discuss, exchange, circulate, or otherwise disclose any such information to or with any other person whose employment involves responsibilities unrelated to the Divestiture Assets (such as persons with job responsibilities related to Jarden or K2 products that compete or may compete with the Divestiture Assets). In addition, any person who possesses such Confidential Business Information related to the Divestiture Assets and who becomes involved in the Combined Entity's business related to any product that competes or may compete with the Divestiture Assets must not provide, discuss, exchange, circulate, or otherwise disclose any such information to or with any other person whose employment relates to such businesses. Finally, any K2 employee, former employee, contractor, or former contractor, with documents that contain information that he or she believes might be considered Confidential Business Information related to Divestiture Assets and who has not received specific instructions as to how the documents in his or her possession should be disposed of should contact the contact person identified at the end of this notice.

Furthermore, the Decision and Order places restrictions upon the functions that certain employees of K2 can perform for the Combined Entity until two years (2) from the date of the divestiture of all of the Divestiture Assets.

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Any violation of the Decision and Order or the Order to Maintain Assets may subject Jarden, K2, or the Combined Entity to civil penalties and other relief as provided by law. If you have any questions regarding the contents of this notice, the confidentiality of information, the Decision and Order or the Order to Maintain Assets, you should contact [insert name and title].

ACKNOWLEDGMENT

I, _____ (print name), hereby acknowledge that I have read the above notification and agree to abide by its provisions.

Decision and Order

DECISION AND ORDER

The Federal Trade Commission (“Commission”), having initiated an investigation of the proposed acquisition by Respondent Jarden Corporation (“Jarden”) of Respondent K2 Inc. (“K2”), hereinafter referred to as “Respondents,” and Respondents having been furnished thereafter with a copy of a draft Complaint that the Bureau of Competition proposed to present to the Commission for its consideration and that, if issued by the Commission, would charge Respondents with violations of Section 7 of the Clayton Act, as amended, 15 U.S.C. § 18, and Section 5 of the Federal Trade Commission Act, as amended, 15 U.S.C. § 45; and

Respondents, their attorneys, and counsel for the Commission having thereafter executed an Agreement Containing Consent Orders (“Consent Agreement”), containing an admission by Respondents of all the jurisdictional facts set forth in the aforesaid draft of Complaint, a statement that the signing of said Consent Agreement is for settlement purposes only and does not constitute an admission by Respondents that the law has been violated as alleged in such Complaint, or that the facts as alleged in such Complaint, other than jurisdictional facts, are true, and waivers and other provisions as required by the Commission’s Rules; and

The Commission having thereafter considered the matter and having determined that it had reason to believe that Respondents have violated the said Acts, and that a Complaint should issue stating its charges in that respect, and having thereupon issued its Complaint and an Order to Maintain Assets (attached to this Order as Appendix II.), and having accepted the executed Consent Agreement and placed such Consent Agreement on the public record for a period of thirty (30) days for the receipt and consideration of public comments, now in further conformity with the procedure described in Commission Rule 2.34, 16 C.F.R. § 2.34, the Commission hereby makes the following jurisdictional findings and issues the following Decision and Order (“Order”):

Decision and Order

1. Respondent Jarden is a corporation organized, existing and doing business under and by virtue of the laws of the state of Delaware, with its offices and principal place of business located at 555 Theodore Fremd Avenue, Suite B-302, Rye, NY 10580.

2. Respondent K2 is a corporation organized, existing and doing business under and by virtue of the laws of the state of Delaware, with its offices and principal place of business located at 5818 El Camino Real, Carlsbad, CA 92008.

3. The Commission has jurisdiction of the subject matter of this proceeding and of Respondents, and the proceeding is in the public interest.

I.

- A. “Jarden” means Jarden Corporation, its directors, officers, employees, agents, representatives, predecessors, successors, and assigns; and its joint ventures, subsidiaries, divisions, groups and affiliates in each case controlled by Jarden, and the respective directors, officers, employees, agents, representatives, predecessors, successors, and assigns of each. After the Acquisition, Jarden shall include K2.
- B. “K2” means K2 Inc., its directors, officers, employees, agents, representatives, predecessors, successors, and assigns; and its joint ventures, subsidiaries, divisions, groups and affiliates in each case controlled by K2, including, without limitation, Shakespeare Company, LLC, and the respective directors, officers, employees, agents, representatives, predecessors, successors, and assigns of each.
- C. “Respondents” means Jarden and K2, individually and collectively.

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- D. “Zebco” means W.C. Bradley/Zebco Holdings Group, Inc., a corporation organized, existing and doing business under and by virtue of the laws of the state of Georgia, with its offices and principal place of business located at 6101 E. Apache, Tulsa, OK 74115.
- E. “Commission” means the Federal Trade Commission.
- F. “Acquisition” means the acquisition contemplated by the Merger Agreement and Plan of Merger by and among Jarden and K2, dated as of April 24, 2007.
- G. “Acquisition Date” means the date the Respondents close on the Acquisition pursuant to the Acquisition Agreement.
- H. “Acquirer Run-off License” means a transitional, non-exclusive, non-transferable, fully-paid, royalty-free limited license entered into by and among Respondents and the Commission-approved Acquirer to allow the Commission-approved Acquirer to use the Shakespeare Name and Marks for a period not to exceed eighteen (18) months after the Divestiture Date in connection with the sale of inventory of Divested Fishing Line Products that are labeled with the Shakespeare Name and Marks and that are acquired as part of the Divestiture Assets.
- I. “Acquired Assets Finished Inventory” means the finished inventory consisting of products incorporating Divested Fishing Line Products on which the Divested Fishing Line Products Names and Marks appear (including on packaging) that will be acquired by Respondent Jarden in connection with the Acquisition, including such finished inventory that exists within one hundred five days (105) after the Divestiture Date.

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- J. “Asset Purchase Agreement” means the July 31, 2007, Asset Purchase Agreement by and between Zebco and Shakespeare Company, LLC, a subsidiary of K2.
- K. “Commission-approved Acquirer” means the following: (1) Zebco; or (2) an entity approved by the Commission to acquire the Divestiture Assets that the Respondents are required divest pursuant to this Order.
- L. “Confidential Business Information” means all information owned by, or in the possession or control of, Respondents that is not in the public domain and that is related to the research, development, manufacture, marketing, commercialization, importation, exportation, cost, pricing, supply, sales, sales support or use of the Divested Fishing Line Products or Divestiture Assets, respectively;

provided however, that Confidential Business Information shall not include the following:

1. information that subsequently falls within the public domain through no violation of this Order or breach of confidentiality or non-disclosure agreement with respect to such information by Respondents;
2. information related to the Divested Fishing Line Products or Divestiture Assets that Respondent Jarden can demonstrate it obtained without the assistance of Respondent K2 prior to the Acquisition;
3. information that is required by law to be publicly disclosed; or
4. information that does not relate to the Divested Fishing Line Products or Divestiture Assets.

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- M. “Divested Fishing Line Products” means any and all Fishing Line sold under or incorporating the commercial, trade or brand names “Cajun” (including, without limitation, “Cajun Line,” “Cajun Red,” and “Cajun Braid”), “Omniflex,” “Outcast,” and “Supreme.”
- N. “Divested Fishing Line Products Names and Marks” means the commercial, trade or brand names “Cajun” (including, without limitation, “Cajun Line,” “Cajun Red,” and “Cajun Braid”), “Omniflex,” “Outcast,” and “Supreme,” and any similar name(s) or derivatives or variations thereof, in every jurisdiction throughout the world, and all associated trademarks and trade dress.
- O. “Divestiture Assets” means all of the Respondents’ rights, title and interest in and to all assets related to the Respondents’ business of designing, manufacturing, marketing, selling, sourcing and distributing Fishing Line under the brand names Cajun (including, without limitation, Cajun Line, Cajun Red, and Cajun Braid), Omniflex; Outcast, and Supreme, including, without limitation (except for the Excluded Assets) the following:
1. all finished inventory, on hand or in transit, relating to the Divestiture Assets except as listed in the Excluded Assets;
 2. to the extent they relate to the Divestiture Assets, (i) all purchase or customer orders (to the extent not already filled by the Respondents in the ordinary course of business), (ii) the contracts, agreements and leases and all outstanding offers or solicitations made by or to the Respondents to enter into any contract set forth in Schedule 1.1(b) of the Asset Purchase Agreement, and (iii) all of the Respondents’ transferable licenses, quotas, consents, permits and approvals as set forth in Schedule 1.1(b) of the Asset Purchase Agreement;

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3. Divestiture Assets Intellectual Property;
4. all of the Respondents' books, records, books of account, sales and purchase records, lists of customers and prospects, lists of suppliers, marketing and promotional materials and other product information, UPC codes, pricing information, operations information, sales programs and any deviations and all other documents, files, records and other data and information of the Respondents (whether stored on hard or floppy disks or other media), relating to the operation of the Divestiture Assets; *provided, however*, that in cases in which documents or other materials included in the Divestiture Assets contain information: (1) that relates both to the Divested Fishing Line Products and to other products or businesses of Respondent K2 and cannot be segregated in a manner that preserves the usefulness of the information as it relates to the Divested Fishing Line Products; or (2) for which Respondent K2 has a legal obligation to retain the original copies, Respondent K2 shall be required to provide only copies or relevant excerpts of the documents and materials containing this information. In instances where such copies are provided to the Commission-approved Acquirer, Respondent K2 shall provide the Commission-approved Acquirer access to original documents under circumstances where copies of documents are insufficient for evidentiary or regulatory purposes. The purpose of this proviso is to ensure that Respondent K2 provides the Commission-approved Acquirer with the above described information without requiring Respondent K2 completely to divest itself of information that, in content, also relates to products and businesses other than the Divested Fishing Line Products;

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5. all goodwill that relates to, or otherwise arises out of the Divestiture Assets business, including, without limitation, all goodwill associated with trademarks, service marks, and other Divestiture Assets Intellectual Property, together with the right to represent to third parties that the Commission-approved Acquirer is the successor to the Respondents' Divestiture Assets business; and
 6. any and all other assets of Respondent K2 relating to or otherwise used or held for use in the Divestiture Assets business, tangible or intangible, wherever located, belonging to or licensed to Respondent K2 as of the Divestiture Date, including any trade show materials used only for Respondent K2's fishing line business, but excluding the Excluded Assets.
- P. "Divestiture Assets Intellectual Property" means: all patents and applications therefor, trademarks and service marks (registered or unregistered) and applications therefor, commercial, trade or brand names, business and product names, logos, internet web sites, internet domain names, trade dress, copyrights, copyright registrations and applications therefor, owned, possessed, used or held by or licensed to the Respondents related to the operation of the Divestiture Assets and as set forth in Schedule 1.1(c) of the Asset Purchase Agreement, together with, to the extent applicable, intellectual designs, formulas, know-how, trade secrets, technical and manufacturing processes and information, testing and operating techniques and procedures, engineering data and plans including mold and manufacturing drawings, assembly and installation drawings, blueprints, procurement specifications and engineering and performance specifications, scientific experiments demonstrating that the color red is the first to be filtered out underwater and any other research data relating to the red Fishing Line product, as well as any marketing materials and

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information including marketing plans, surveys and strategies, promotional concepts, artwork, photographs, brochures, catalogs, print, television, radio and internet advertising, product packaging and packaging design and other proprietary information or materials owned or used by the Respondents in relation to the operation of the Divestiture Assets.

- Q. “Divestiture Assets Core Employees” means “Divestiture Assets Key Employee(s),” “Divestiture Assets Marketing Employee(s),” and “Divestiture Assets Research and Development Employee(s).”
- R. “Divestiture Assets Key Employee(s)” means those employees of Respondents that, within two years prior to the Divestiture Date, have dedicated at least ten (10) percent of working time to the Divestiture Assets, including, without limitation, those employees specifically identified in Appendix III. of this Order.
- S. “Divestiture Assets Marketing Employee(s)” means all salaried management level employees of Respondent K2 who directly have participated (irrespective of portion of working time involved, unless such participation was a part of a broad executive management portfolio, or of oversight of legal, accounting, tax or financial compliance) in the formulation of brand marketing or sales strategies, including pricing, discount, allowance, promotion, and advertising strategies relating to the Divested Fishing Line Products or Divestiture Assets in the United States within the eighteen (18) month period immediately prior to the Divestiture Date. These employees include, without limitation, employees involved in brand management, sales training, and market research, and the Divestiture Assets Key Employees.
- T. “Divestiture Assets Research and Development Employee(s)” means all salaried employees of Respondent

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K2 who directly have participated (irrespective of the portion of working time involved, unless such participation was a part of a broad executive management portfolio, or of oversight of legal, accounting, tax or financial compliance) in the research, development, or quality control approval process for the Divested Fishing Line Products or Divestiture Assets within the eighteen (18) month period immediately prior to the Divestiture Date.

- U. “Divestiture Assets Supply Agreement” means the July 31, 2007 Non-Exclusive Supply Agreement entered into by and between Zebco and Shakespeare Company, LLC, a subsidiary of K2, appended to the Asset Purchase Agreement as Exhibit A, and all amendments, exhibits, attachments, and schedules thereto, or, if Zebco is not the Commission-approved Acquirer, any other supply agreement entered into by and among Respondents and a Commission-approved Acquirer, provided such agreement will not be entered into without the consent of the Commission.
- V. “Divestiture Date” means the date on which Respondents (or a Divestiture Trustee) divests to a Commission-approved Acquirer the Divestiture Assets completely as required by Paragraph II. (or Paragraph III.) of this Order.
- W. “Divestiture Trustee” means the trustee appointed by the Commission pursuant to Paragraph III. of this Order.
- X. “Excluded Assets” means:
 - 1. all cash, cash equivalents, and short term investments of Respondents;
 - 2. all real property of Respondents;
 - 3. all accounts receivable of Respondents, including all accounts owned or acquired by Respondents including, without limitation, accounts receivable, notes and notes

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receivable, other receivables, book debts, and other forms of obligations to Respondents that relate to, or otherwise arise out of, the Divestiture Assets prior to the Divestiture Date;

4. all minute books, charter documents, stock records, tax returns, books of account, and other constituent records relating to the company organization of Respondents;
5. all rights of Respondents relating to deposits and prepaid expenses and claims for refunds and rights of offset, except as expressly pursuant to the contracts and other agreements listed in Schedule 1.1(b) of the Asset Purchase Agreement;
6. all rights of Respondents relating to claims for refunds of taxes or other governmental charges of any nature;
7. all leases, licenses, contracts, agreements, consensual obligations, promises, consents, permits, approvals or undertakings or legally binding arrangements or commitments to which Respondents are a party or are legally bound by, or the rights thereunder, except as included in the contracts and agreements listed in Schedule 1.1(b) of the Asset Purchase Agreement;
8. all fixed assets of Respondents, wherever located, consisting of machinery and equipment, wherever located, including processing equipment, conveyors, machine tools, tools, tooling, data processing and computer equipment and systems, including all software, embedded or otherwise, and peripheral equipment and all engineering, processing and manufacturing equipment, office machinery, furniture, materials handling equipment, attachments, accessories, automotive equipment, trailers, trucks, forklifts, molds,

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dies, stamps, motor vehicles, rolling stock and other equipment of every kind and nature, trade fixtures and fixtures not forming a part of real property, together with all additions and accessions thereto, replacements therefor, all parts therefor or thereof, all substitutes for any of the foregoing, fuel therefor, and all manuals, drawings, instructions, warranties and rights with respect thereto, and all products and proceeds thereof and condemnation awards with respect thereto;

9. all insurance policies of Respondents and all rights, benefits and proceeds thereunder;
10. all subsidiaries of Respondents or any Person or entity under common control with Respondents or any equity thereof and all rights, title and interests owned by Respondents in any Person or entity, including any joint ventures or other business associations;
11. all rights of Respondents under express or implied warranties from suppliers and all other guarantees, warranties, indemnities, and similar rights in favor of Respondents, except as expressly pursuant to the contracts and other agreements listed in Schedule 1.1(b) of the Asset Purchase Agreement;
12. all of Respondents' claims and causes of action, except to the extent specifically and exclusively related to the Divestiture Assets;
13. any trademark licensed to or used by the Commission-approved Acquirer pursuant to or in connection with the Acquirer Run-off License;
14. all rights of Respondents under the Asset Purchase Agreement or the Respondent Run-off License;

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15. all current employees, officers, consultants or directors of Respondents; *provided, however*, that the foregoing shall not affect obligations of Respondents under Paragraph II. of this Order;
16. all rights, title, and interest in and to the Shakespeare Name and Marks, the worldwide applications and registrations for the Shakespeare trademark provided in, and the common law rights to the Shakespeare trademark, and in each case, any similar name or derivations thereof, including, without limitation, the trademark “Shakespeare Supreme”; *provided, however*, that the foregoing shall not affect the obligations of the Respondents under Paragraph IV.D. of this Order;
17. any Cajun Red inventory in excess of net book value in the aggregate of \$450,000 which excess inventory is intended to be sold to the Commission-approved Acquirer pursuant to the Divestiture Assets Supply Agreement;
18. any finished inventory related to Fishing Line under the brand name Omniflex, which inventory is intended to be sold to the Commission-approved Acquirer pursuant to the Divestiture Assets Supply Agreement;
19. any unfinished inventory relating to the Divestiture Assets, which unfinished inventory is intended to be used to manufacture finished inventory sold to the Commission-approved Acquirer pursuant to the Divestiture Assets Supply Agreement;
20. all assets and rights of Respondents not used in relation to the Divestiture Assets;

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21. all trade show materials which are used by Respondents for any business other than their Fishing Line businesses;
22. all right, title and interest in any and all patents and applications therefor and invention disclosures for or in relation to fishing reels, fishing rods, fishing tackle (other than Fishing Line), fishing tools, fishing kits and combos and fishing accessories;
23. all right, title and interest in any and all patents and applications therefor and invention disclosures for or in relation to Respondent K2's monofilament business for any function or application other than fishing line, including, without limitation, any industrial applications, weed trimmer line, cutting line, woven mats, carpeting, fabrics, paper production and any monofilament of a tensile strength and softness not used or usable for fishing line;
24. all right, title and interest in and to the Penn, Ugly Stik, Pflueger, Xtools, JRC and All-Star trademarks, the worldwide applications and registrations for the Penn, Ugly Stik, Pflueger, Xtools, JRC and All-Star trademarks provided in, and the common law rights to the Penn, Ugly Stik, Pflueger, Xtools, JRC and All-Star trademarks, and in each case, any similar name(s) or derivations thereof;
25. all right, title and interest in and to the patents and applications therefor and invention disclosures and all trademarks and applications therefor identified in Appendix IV. of this Order, the worldwide applications and registrations for such trademarks, and the common law rights to such trademarks, and in each case, any similar name(s) or derivations thereof;

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26. any asset or right used exclusively in relation to the Penn Fishing Tackle Mfg. Co. business of designing, manufacturing, selling, sourcing and distributing of fishing line;
 27. any asset or right used exclusively in relation to the business of designing, manufacturing, selling, sourcing and distributing of fishing line under the “Ugly Braid” brand name;
 28. all fishing kits and combos inventory to be sold off by Respondents pursuant to the Respondent Run-off License; and
 29. any and all rights and obligations of Respondents under or in connection with customer purchase orders to the extent such orders correspond to any products other than the Divested Fishing Line Products.
- Y. “Fishing Line” means any type, grade, or quality of monofilament, braided or super line, or fluorocarbon fishing line.
- Z. “Fishing Tackle Products” means any Fishing Line, fishing rods, fishing reels, or combination fishing rod and reel combination (or kits).
- AA. “Person” means any individual, partnership, joint venture, firm, corporation, association, trust, unincorporated organization, joint venture, or other business or governmental entity, and any subsidiaries, divisions, groups or affiliates thereof.
- BB. “Order to Maintain Assets” means the Order to Maintain Assets incorporated into and made a part of the Agreement

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Containing Consent Orders. The Order to Maintain Assets is attached to this Order and contained in Appendix II.

- CC. “Respondent Run-off License” means a transitional, non-exclusive, non-transferable, fully-paid, royalty-free limited license entered into by and among Respondents and the Commission-approved Acquirer to allow Respondents to use the Divested Fishing Line Product Names and Marks for a period of time not to exceed eighteen (18) months after the Acquisition Date in connection with the sale of the Acquired Assets Finished Inventory.
- DD. “Shakespeare Name and Marks” means the commercial, trade or brand name “Shakespeare,” and any variation of this name, and all associated trademarks and trade dress.
- EE. “Transition Services Agreement” means the July 31, 2007 Transition Services Agreement by and between Zebco and Shakespeare Company, LLC, a subsidiary of K2, appended to the Asset Purchase Agreement as Exhibit B.

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II.**IT IS FURTHER ORDERED** that:

- A. Not later than fifteen (15) days after the Acquisition Date, Respondents shall divest the Divestiture Assets, absolutely and in good faith, to Zebco pursuant to and in accordance with the Asset Purchase Agreement. The Asset Purchase Agreement is incorporated by reference into this Order and made a part hereof as Non-Public Appendix I. Any failure by Respondents to comply with the Asset Purchase Agreement shall constitute a failure to comply with this Order. The Asset Purchase Agreement shall not vary or contradict, or be construed to vary or contradict, the terms of this Order. Nothing in this Order shall reduce, or be construed to reduce, any rights or benefits of Zebco, or any obligations of Respondents, under the Asset Purchase Agreement. If any term of the Asset Purchase Agreement varies from the terms of this Order (“Order Term”), then to the extent that Respondents cannot fully comply with both terms, the Order Term shall determine Respondents’ obligations under this Order. Notwithstanding any paragraph, section, or other provision of the Asset Purchase Agreement, any failure to meet any condition precedent to closing (whether waived or not) or any modification of the Asset Purchase Agreement, without the prior approval of the Commission, shall constitute a failure to comply with this Order.

Provided, however, that if Respondents have divested the Divestiture Assets to Zebco prior to the date this Order becomes final, and if, at the time the Commission determines to make this Order final, the Commission notifies Respondents that Zebco is not an acceptable purchaser of the Divestiture Assets, then Respondents shall immediately rescind the transaction with Zebco and shall divest the

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Divestiture Assets within one hundred eighty (180) days from the date the Order becomes final, absolutely and in good faith, at no minimum price, to a Commission-approved Acquirer and only in a manner that receives the prior approval of the Commission;

provided further, however, that if the Respondents have divested the Divestiture Assets to Zebco prior to the date this Order becomes final, and if, at the time the Commission determines to make this Order final, the Commission notifies the Respondents that the manner in which the divestiture was accomplished is not acceptable, the Commission may direct the Respondents, or appoint a Divestiture Trustee, to effect such modifications to the manner of divestiture of the Divestiture Assets to Zebco (including, but not limited to, entering into additional agreements or arrangements) as the Commission may determine are necessary to satisfy the requirements of this Order;

provided further, however, that Respondents may not modify or amend the Divestiture Agreement without receiving the prior approval of the Commission.

B. As related to the Divestiture Assets, Respondents shall:

1. submit and deliver to the Commission-approved Acquirer, at Respondents' expense, in good faith and as soon as practicable, in a manner that ensures its completeness and accuracy, all Confidential Business Information;
2. provide the Commission-approved Acquirer with access to all Confidential Business Information and to employees who possess or are able to locate or identify the books, records, and files that contain Confidential Business Information pending complete delivery of all the Confidential Business Information;

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3. not use, directly or indirectly, any Confidential Business Information related to the research, development, manufacturing, marketing, or sale of the Divestiture Assets other than as necessary to comply with the requirements of this Order;
 4. not disclose or convey any Confidential Business Information, directly or indirectly, to any person except the Commission-approved Acquirer; and
 5. not provide, disclose or otherwise make available, directly or indirectly, any Confidential Business Information related to the research, development, manufacturing, marketing or sale of the Divestiture Assets.
- C. Not later than five (5) days after the Acquisition Date, or the date on which the Order to Maintain Assets becomes final, whichever is earlier, Respondents shall provide written or electronic notification of the restrictions on the use of the Confidential Business Information by Respondents' personnel to all of Respondents' employees who:
1. are, or were, directly involved in the research, development, manufacturing, distribution, sale or marketing of the Divestiture Assets;
 2. are directly involved in the research, development, manufacturing, distribution, sale or marketing of Respondents' Fishing Line products; and
 3. may have Confidential Business Information.

Respondents shall provide such notification (in a form similar to that attached as Appendix B. to the Order to

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Maintain Assets) by email with return receipt requested or by whatever manner or form of transmission as will assure receipt and acknowledgment by Respondents' employees, and keep a file of such receipts for one (1) year after the relevant Divestiture Date. Respondents shall maintain complete records of all such agreements at Respondents' corporate headquarters, and provide an officer's certification to the Commission stating that such acknowledgment program has been implemented and is being complied with. Respondents shall provide the Commission-approved Acquirer with copies of all certifications, notifications and reminders sent to Respondents' personnel relating to the Divestiture Assets.

- D. Respondents shall prohibit any Divestiture Asset Marketing Employees and Divestiture Asset Research and Development Employees, with the exception of James Therrell, Advanced Product Engineer and Quality Control Manager for Shakespeare, from participating in the sales, marketing, or research and development of Respondents' Fishing Line products for a period of two (2) years after the Divestiture Date.
- E. Respondents shall require, to the extent lawful, as a condition of continued employment post-divestiture of the Divestiture Assets, that each Divestiture Assets Marketing Employee or Divestiture Assets Research and Development Employee retained by Respondents, and the direct supervisor(s) of any such employee, sign a confidentiality agreement pursuant to which such employee shall be required to maintain all Confidential Business Information related to the Divestiture Assets strictly confidential, including the nondisclosure of such information to all other employees, executives, or other personnel of Respondents (other than as necessary to comply with the requirements of this Order).

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F. Respondents shall:

1. for a period of up to one (1) year from the Divestiture Date, provide the Commission-approved Acquirer with the opportunity to enter into employment contracts with the Divestiture Assets Employees. This period is hereinafter referred to as the “Employee Access Period”; and
2. not later than ten (10) days after the Divestiture Date, Respondents shall, subject to compliance with all laws: (1) provide the Commission-approved Acquirer with a list of all the Divestiture Assets Key Employees; (2) allow the Commission-approved Acquirer to interview any of the Divestiture Assets Key Employees; and (3) allow the Commission-approved Acquirer access to the personnel files and other documentation (“Employee Information”) relating to such Divestiture Assets Key Employees. Failure by Respondents to provide the Employee Information for any relevant employee within the time provided herein shall extend the Employee Access Period with respect to that employee in an amount equal to the delay.
3. provide an opportunity for the Commission-approved Acquirer to: (1) meet personally, and outside of the presence or hearing of any employee or agent of Respondents, with any one or more of the Divestiture Assets Key Employees; and (2) make offers of employment to any one or more of the Divestiture Assets Key Employees.

G. Respondents shall:

1. during the Employee Access Period, not interfere with the hiring or employing by the Commission-approved

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Acquirer of Divestiture Assets Key Employees, and remove any impediments within the control of Respondents that may deter these employees from accepting employment with the Commission-approved Acquirer, including, but not limited to, any non-compete or nondisclosure provisions of employment or other contracts with Respondents that would affect the ability or incentive of those individuals to be employed by the Commission-approved Acquirer. In addition, Respondents shall not make any counteroffer to a Divestiture Assets Key Employee who receives a written offer of employment from the Commission-approved Acquirer;

provided, however, that this Paragraph II.G.1 shall not prohibit the Respondents from making offers of employment to or employing any Divestiture Assets Key Employee during the Employee Access Period where the Commission-approved Acquirer has notified the Respondents in writing that the Commission-approved Acquirer does not intend to make an offer of employment to that employee;

provided further that if the Respondents notify the Commission-approved Acquirer in writing of their desire to make an offer of employment to a particular Divestiture Assets Key Employee and the Commission-approved Acquirer does not make an offer of employment to that employee within twenty (20) Days of the date the Commission-approved Acquirer receives such notice, the Respondents may make an offer of employment to that employee;

2. until the Divestiture Date, provide all Divestiture Assets Core Employees with reasonable financial incentives to continue in their positions and to market and promote the Divestiture Assets consistent with past practices and/or

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as may be necessary to preserve the marketability, viability and competitiveness of the Divestiture Assets and to ensure successful execution of the pre-Acquisition marketing plans related to the Divestiture Assets. Such incentives shall include a continuation of all employee compensation and benefits offered by Respondents until the Divestiture Date has occurred, including regularly scheduled raises, bonuses, and vesting of pension benefits (as permitted by Law). In addition to the foregoing, Respondents shall provide to each Divestiture Assets Key Employee who accepts employment with the Commission-approved Acquirer, an incentive equal to twenty-five (25) percent of such employee's base annual salary to be paid upon the employee's completion of one (1) year of employment with the Commission-approved Acquirer;

provided, however, that nothing in this Order requires or shall be construed to require the Respondents to terminate the employment of any employee or prevent Respondents from continuing the employment of Divestiture Assets Key Employees (other than those conditions contained in this Order) in connection with the Acquisition or prevents the Respondents from continuing the employment of the Divestiture Assets Key Employees in connection with the Acquisition; and

3. for a period of one (1) year from the Divestiture Date, not:
 - a. directly or indirectly, solicit or otherwise attempt to induce any employee of the Commission-approved Acquirer with any amount of responsibility related to the Divestiture Assets ("Divestiture Employee") to terminate his or her

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employment relationship with the Commission-approved Acquirer; or

b. hire any Divestiture Employee;

provided, however, Respondents may hire any former Divestiture Employee whose employment has been terminated by the Commission-approved Acquirer or who independently applies for employment with the Respondents, as long as such employee was not solicited in violation of the nonsolicitation requirements contained herein;

provided further, however, Respondents may do the following: (1) advertise for employees in newspapers, trade publications or other media not targeted specifically at the Divestiture Employees; or (2) hire a Divestiture Employee who contacts Respondents on his or her own initiative without any direct or indirect solicitation or encouragement from the Respondents.

- H. Upon reasonable notice and request by the Commission-approved Acquirer, and for a period not to exceed eighteen (18) months, Respondents shall make available to the Commission-approved Acquirer, such personnel, assistance and training as the Commission-approved Acquirer might reasonably need to transfer the Divestiture Assets, and shall continue providing such personnel, assistance and training, at the request of the Commission-approved Acquirer until the Divestiture Assets are completely transferred to the Commission-approved Acquirer in a manner that fully preserves their usefulness. This assistance may include, at the Commission-approved Acquirer's sole discretion, but is not limited to, the assistance contemplated in the Transition Services Agreement, attached to this Order as Exhibit B of the Asset Purchase Agreement.

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- I. Upon reasonable notice and request by the Commission-approved Acquirer, and subject to appropriate safeguards against the transmittal of confidential or competitively-sensitive information, Respondents shall provide, in a timely manner, assistance of knowledgeable employees of the Respondents to assist the Commission-approved Acquirer to prosecute any pending patent or trademark applications included in the Divestiture Assets Intellectual Property, and defend against, respond to, or otherwise participate in any litigation related to the Divestiture Assets Intellectual Property.
- J. Not later than fifteen (15) days after the Acquisition Date, Respondents shall enter into a Divestiture Assets Supply Agreement with the Commission-approved Acquirer for the supply of the Divested Fishing Line Products for a period not to exceed eighteen (18) months to ensure a steady supply of the Divested Fishing Line Products until such time as the Commission-approved Acquirer is able to obtain an independent supply, and shall supply the Commission-approved Acquirer with Divested Fishing Line Products with the Shakespeare Name and Marks for a period not to exceed eighteen (18) months after the Divestiture Date in order to exhaust current inventory of Divested Fishing Line Products labeled with the Shakespeare Name and Marks;

provided, however, Respondents may not modify or amend the Divestiture Assets Supply Agreement without receiving the prior approval of the Commission.

- K. In the event that Respondents divest the Divestiture Assets to a Commission-approved Acquirer other than Zebco, the Divestiture Assets Supply Agreement shall require Respondents to:

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1. deliver, in a timely manner and under reasonable terms and conditions, a supply of Divested Fishing Line Products;
 2. represent and warrant to the Commission-approved Acquirer that Respondents shall hold harmless and indemnify the Commission-approved Acquirer for any liabilities or loss of profits resulting from the failure by Respondents to deliver the Divested Fishing Line Products in a timely manner as required by the Divestiture Assets Supply Agreement unless Respondents can demonstrate that their failure was entirely beyond the reasonable control of Respondents and was in no part the result of negligence or willful misconduct by Respondents;
 3. make available to the Commission-approved Acquirer all records that relate to the manufacture of the Divested Fishing Line Products that are generated or created after the Divestiture Date; and
 4. not seek, pursuant to any dispute resolution mechanism incorporated in the Divestiture Assets Supply Agreement, a result that would be inconsistent with the terms or the remedial purposes of this Order.
- L. The purpose of this Paragraph II. of this Order is to ensure the continuation of the Divestiture Assets as part of an ongoing viable enterprise engaged in the same business in which such assets were engaged at the time of the announcement of the proposed Acquisition and to remedy the lessening of competition alleged in the Commission's complaint.

III.

IT IS FURTHER ORDERED that:

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- A. If Respondents have not divested all of the Divestiture Assets and fully complied with all of the obligations as required by Paragraph II. of this Order, the Commission may appoint a trustee to divest (“Divestiture Trustee”) the Divestiture Assets in a manner that satisfies the requirements of Paragraph II. In the event that the Commission or the Attorney General brings an action pursuant to § 5(l) of the Federal Trade Commission Act, 15 U.S.C. § 45(l), or any other statute enforced by the Commission, Respondents shall consent to the appointment of a Divestiture Trustee in such action to divest the relevant assets in accordance with the terms of this Order. Neither the appointment of a Divestiture Trustee nor a decision not to appoint a Divestiture Trustee under this Paragraph shall preclude the Commission or the Attorney General from seeking civil penalties or any other relief available to it, including a court-appointed Divestiture Trustee, pursuant to § 5(l) of the Federal Trade Commission Act, or any other statute enforced by the Commission, for any failure by Respondents to comply with this Order.
- B. The Commission shall select the Divestiture Trustee, subject to the consent of Respondents, which consent shall not be unreasonably withheld. The Divestiture Trustee shall be a person with experience and expertise in acquisitions and divestitures. If Respondents have not opposed, in writing, including the reasons for opposing, the selection of any proposed Divestiture Trustee within ten (10) days after notice by the staff of the Commission to Respondents of the identity of any proposed Divestiture Trustee, Respondents shall be deemed to have consented to the selection of the proposed Divestiture Trustee.
- C. Within ten (10) days after appointment of a Divestiture Trustee, Respondents shall execute a trust agreement that, subject to the prior approval of the Commission, transfers to

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the Divestiture Trustee all rights and powers necessary to permit the Divestiture Trustee to effect the relevant divestiture or transfer required by the Order.

D. If a Divestiture Trustee is appointed by the Commission or a court pursuant to this Order, Respondents shall consent to the following terms and conditions regarding the Divestiture Trustee's powers, duties, authority, and responsibilities:

1. Subject to the prior approval of the Commission, the Divestiture Trustee shall have the exclusive power and authority to assign, grant, license, divest, transfer, deliver or otherwise convey the relevant assets that are required by this Order to be assigned, granted, licensed, divested, transferred, delivered or otherwise conveyed.
2. The Divestiture Trustee shall have twelve (12) months from the date the Commission approves the trust agreement described herein to accomplish the divestiture, which shall be subject to the prior approval of the Commission. If, however, at the end of the twelve (12) month period, the Divestiture Trustee has submitted a plan of divestiture or believes that the divestiture can be achieved within a reasonable time, the divestiture period may be extended by the Commission;

provided, however, the Commission may extend the divestiture period only two (2) times.

3. Subject to any demonstrated legally recognized privilege, the Divestiture Trustee shall have full and complete access to the personnel, books, records, and facilities related to the relevant assets that are required to be assigned, granted, licensed, divested, delivered or otherwise conveyed by this Order and to any other relevant information as the Divestiture Trustee may request. Respondents shall develop such financial or

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other information as the Divestiture Trustee may request and shall cooperate with the Divestiture Trustee. Respondents shall take no action to interfere with or impede the Divestiture Trustee's accomplishment of the divestiture. Any delays in divestiture caused by Respondents shall extend the time for divestiture under this Paragraph III. in an amount equal to the delay, as determined by the Commission or, for a court-appointed Divestiture Trustee, by the court.

4. The Divestiture Trustee shall use commercially reasonable best efforts to negotiate the most favorable price and terms available in each contract that is submitted to the Commission, subject to Respondents' absolute and unconditional obligation to divest expeditiously and at no minimum price. The divestiture shall be made in the manner and to a Commission-approved Acquirer as required by this Order;

provided, however, if the Divestiture Trustee receives bona fide offers from more than one acquiring Person, and if the Commission determines to approve more than one such acquiring Person, the Divestiture Trustee shall divest to the acquiring Person selected by Respondents from among those approved by the Commission;

provided further, however, that Respondents shall select such Person within five (5) days of receiving notification of the Commission's approval.

5. The Divestiture Trustee shall serve, without bond or other security, at the cost and expense of Respondents, on such reasonable and customary terms and conditions as the Commission or a court may set. The Divestiture Trustee shall have the authority to employ, at the cost and expense of Respondents, such consultants,

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accountants, attorneys, investment bankers, business brokers, appraisers, and other representatives and assistants as are necessary to carry out the Divestiture Trustee's duties and responsibilities. The Divestiture Trustee shall account for all monies derived from the divestiture and all expenses incurred. After approval by the Commission and, in the case of a court-appointed Divestiture Trustee, by the court, of the account of the Divestiture Trustee, including fees for the Divestiture Trustee's services, all remaining monies shall be paid at the direction of Respondents, and the Divestiture Trustee's power shall be terminated. The compensation of the Divestiture Trustee shall be based at least in significant part on a commission arrangement contingent on the divestiture of all of the relevant assets that are required to be divested by this Order.

6. Respondents shall indemnify the Divestiture Trustee and hold the Divestiture Trustee harmless against any losses, claims, damages, liabilities, or expenses arising out of, or in connection with, the performance of the Divestiture Trustee's duties, including all reasonable fees of counsel and other expenses incurred in connection with the preparation for, or defense of, any claim, whether or not resulting in any liability, except to the extent that such losses, claims, damages, liabilities, or expenses result from misfeasance, gross negligence, willful or wanton acts, or bad faith by the Divestiture Trustee.
7. The Divestiture Trustee shall have no obligation or authority to operate or maintain the relevant assets required to be divested by this Order.
8. The Divestiture Trustee shall act in a fiduciary capacity for the benefit of the Commission.

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9. The Divestiture Trustee shall report in writing to Respondents and to the Commission every sixty (60) days concerning the Divestiture Trustee's efforts to accomplish the divestiture.
 10. Respondents may require the Divestiture Trustee and each of the Divestiture Trustee's consultants, accountants, attorneys, and other representatives and assistants to sign a customary confidentiality agreement;

provided, however, such agreement shall not restrict the Divestiture Trustee from providing any information to the Commission.
- E. If the Commission determines that a Divestiture Trustee has ceased to act or failed to act diligently, the Commission may appoint a substitute Divestiture Trustee in the same manner as provided in this Paragraph III.
 - F. The Commission or, in the case of a court-appointed Divestiture Trustee, the court, may on its own initiative or at the request of the Divestiture Trustee issue such additional orders or directions as may be necessary or appropriate to accomplish the divestiture required by this Order.

IV.

IT IS FURTHER ORDERED that the Divestiture Agreement shall include the following provisions:

- A. Respondents shall covenant to the Commission-approved Acquirer that Respondents shall not join, file, prosecute, or maintain any suit, in law or in equity, against the Commission-approved Acquirer under any Divestiture Assets Intellectual Property that are owned or licensed by Respondents as of the Divestiture Date, as such suit would

Decision and Order

have the potential to interfere with the Commission-approved Acquirer's freedom to practice in the research, development, manufacture, use, import, export, distribution, marketing or sale of the Divestiture Assets.

- B. Respondents shall covenant to the Commission-approved Acquirer that Respondents shall not, in any jurisdiction throughout the world, (1) use any of the commercial, trade or brand names, trademarks, or trade dress included in the Divestiture Assets Intellectual Property, including the Divested Fishing Line Products Names and Marks, or any names, marks, or trade dress that are confusingly similar thereto, as a trademark, trade name, service mark, or trade dress for its own use; (2) attempt to register any such names, marks, or trade dress that are confusingly similar thereto; (3) challenge or interfere with the Commission-approved Acquirer's efforts to enforce its registrations for and rights in such names, marks, or trade dress against third parties.

Provided, however, that Respondents may enter into a transitional, non-exclusive, non-transferable, fully-paid, royalty-free limited license back ("Respondent Run-off License") with the Commission-approved Acquirer to allow Respondents to use the Divested Fishing Line Products Names and Marks included in the Divestiture Assets Intellectual Property in conjunction with Respondents' sale of the Acquired Assets Finished Inventory.

Provided further, however, that the duration of such a license may not exceed eighteen (18) months after the Divestiture Date.

- C. Respondents shall, upon reasonable request by the Commission-approved Acquirer and without further consideration, execute, acknowledge and deliver any further assignments, conveyances, and other instruments or transfers and other assurances and documents and shall take any other

Decision and Order

such action consistent with the terms of this Order as may be reasonably necessary to assign or transfer to the Commission-approved Acquirer the Divestiture Assets as contemplated by this Order.

- D. Respondents shall terminate their use of all names included in the Divestiture Assets, including, without limitation, the Divested Fishing Line Products Name and Marks.

Provided, however, that Respondents may continue to use the Divested Fishing Line Products Name and Marks in the manner contemplated by the Respondent Run Off License, for a period not to exceed eighteen (18) months after the Divestiture Date.

Provided further, that Respondents may continue to use the name Supreme in connection or combination with “Shakespeare” and any other name or mark owned by Respondents in connection with any of Respondents’ products other than Fishing Line. Notwithstanding the foregoing, Respondents agree that until such time as the Commission-approved Acquirer has abandoned the use of the term “Supreme” in connection with the sale of Fishing Tackle Products, Respondents will not emphasize the term “Supreme” in connection with the sale of any Fishing Tackle Product over any mark to which it is combined (*e.g.*, in “Shakespeare Synergy Supreme” the term “Supreme” will not be presented in a type size or style significantly larger than the marks “Shakespeare” or “Synergy”).

V.

IT IS FURTHER ORDERED that for a period of ten (10) years from the date this Order becomes final, Respondents shall not, without providing advance written notification to the Commission in a manner described in this paragraph, directly or indirectly:

Decision and Order

- A. Acquire any assets of or financial interest in any Person who develops, manufactures, or sells Fishing Line; or
- B. Enter into any contract to participate in the management of any Person who develops, manufactures, or sells Fishing Line.

Said notification shall be given on the Notification and Report Form set forth in the Appendix to Part 803 of Title 16 of the Code of Federal Regulations as amended, and shall be prepared and transmitted in accordance with the requirements of that part, except that no filing fee will be required for any such notification, notification shall be filed with the Secretary of the Commission, notification need not be made to the United States Department of Justice, and notification is required only of Respondents and not of any other party to the transaction. Respondents shall provide the notification to the Commission at least thirty (30) days prior to consummating any such transaction (hereinafter referred to as the "first waiting period"). If, within the first waiting period, representatives of the Commission make a written request for additional information or documentary material (within the meaning of 16 C.F.R. § 803.20), Respondents shall not consummate the transaction until thirty (30) days after substantially complying with such request. Early termination of the waiting periods in this Paragraph may be requested and, where appropriate, granted by letter from the Bureau of Competition. *Provided, however*, that prior notification shall not be required by this Paragraph for a transaction for which notification is required to be made, and has been made, pursuant to Section 7A of the Clayton Act, 15 U.S.C. § 18a.

VI.**IT IS FURTHER ORDERED** that:

- A. Within thirty (30) days after the date this Order becomes final and every thirty (30) days thereafter until Respondents

Decision and Order

have fully complied with the provisions of Paragraphs II., III. and IV. of this Order, each Respondent shall submit to the Commission a verified written report setting forth in detail the manner and form in which it has complied, is complying, and will comply with this Order and with the Order to Maintain Assets. Each Respondent shall include in its compliance reports, among other things that are required from time to time, a full description of the efforts being made to comply with this Order and with the Order to Maintain Assets, including a description of all substantive contacts or negotiations for the divestiture and the identity of all parties contacted. Each Respondent shall include in its compliance reports copies of all written communications to and from such parties, all internal memoranda, and all reports and recommendations concerning divestiture.

- B. Beginning one (1) year after the date this Order becomes final, and annually thereafter on the anniversary of the date this Order becomes final, for the next nine (9) years, Respondents shall submit to the Commission verified written reports setting forth in detail the manner and form in which they are complying and have complied with this Order, the Order to Maintain Assets, and the Divestiture Agreements.

VII.

IT IS FURTHER ORDERED that Respondents shall notify the Commission at least thirty (30) days prior to any proposed (1) dissolution of Respondents, (2) acquisition, merger or consolidation of Respondents, or (3) any other change in Respondents that may affect compliance obligations arising out of this Order, including but not limited to assignment, the creation or dissolution of subsidiaries, or any other change in Respondents.

VIII.

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IT IS FURTHER ORDERED that for the purpose of determining or securing compliance with this Order, and subject to any legally recognized privilege, and upon written request with reasonable notice to Respondents, Respondents shall permit any duly authorized representative of the Commission:

- A. Access, during office hours of Respondents and in the presence of counsel, to all facilities, and access to inspect and copy all books, ledgers, accounts, correspondence, memoranda and all other records and documents in the possession or under the control of Respondents relating to any matters contained in this Order; and
- B. Upon five (5) days' notice to Respondents and without restraint or interference from it, to interview officers, directors, or employees of Respondents, who may have counsel present, regarding any such matters.

IX.

IT IS FURTHER ORDERED that this Order shall terminate on September 14, 2017.

By the Commission.

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NON-PUBLIC APPENDIX I.

ZEBCO ASSET PURCHASE AGREEMENT

**[Redacted From the Public Record Version But Incorporated
By Reference]**

APPENDIX II.

ORDER TO MAINTAIN ASSETS

APPENDIX III.

DIVESTITURE ASSETS KEY EMPLOYEES

Bill Smith, Sales Manager

Jim McIntosh, Product Manager

James Therrell, Advanced Product Engineer and Quality Control
Manager

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APPENDIX IV.**Excluded Intellectual Property****Patents and Patent Applications and Invention Disclosures**

Registration No.	Status	Jurisdiction	Description
4610916	Issued	United States	MONOFILAMENTS, AND FABRICS THEREOF
0221691	Issued	European Patent Office	MONOFILAMENTS, AND FABRICS THEREOF
4801492	Issued	United States	NOVEL MONOFILAMENTS AND FABRICS THEREOF
4748077	Issued	United States	NOVEL MONOFILAMENTS, FABRICS THEREOF AND RELATED PROCESS
5591525	Issued	United States	POLYMERIC CABLE
5597646	Issued	United States	POLYMERIC CABLE AND FABRIC MADE THEREFROM
5489467	Issued	United States	PAPER MAKING FABRIC WOVEN FROM POLYESTER MONOFILAMENTS HAVING HYDROLYTIC STABILITY AND IMPROVED RESISTANCE TO ABRASION
1330673	Issued	Canada	MONOFILAMENTS, AND FABRICS THEREOF
5667890	Issued	United States	MONOFILAMENTS EXTRUDED FROM COMPATIBILIZED POLYMER BLENDS CONTAINING POLYPHENYLENE SULFIDE, AND FABRICS THEREOF
D364079	Issued	United States	CUTTING LINE FOR A ROTATING LINE TRIMMER
924763	Issued	France	CUTTING LINE FOR A ROTATING LINE TRIMMER
2024777	Issued	United Kingdom	CUTTING LINE FOR A ROTATING LINE TRIMMER
M92058701	Issued	Germany	CUTTING LINE FOR A ROTATING LINE TRIMMER
63707	Issued	Italy	CUTTING LINE FOR A ROTATING LINE TRIMMER
D349634	Issued	United States	CUTTING LINE FOR A ROTATING LINE TRIMMER

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Registration No.	Status	Jurisdiction	Description
2024776	Issued	United Kingdom	CUTTING LINE FOR A ROTATING LINE TRIMMER
63706	Issued	Italy	CUTTING LINE FOR A ROTATING LINE TRIMMER
D358535	Issued	United States	CUTTING LINE FOR A ROTATING LINE TRIMMER
931674	Issued	France	CUTTING LINE FOR A ROTATING LINE TRIMMER
2030070	Issued	United Kingdom	CUTTING LINE FOR A ROTATING LINE TRIMMER
D370395	Issued	United States	CUTTING LINE FOR A ROTATING LINE TRIMMER
D36573	Issued	United States	CUTTING LINE FOR A ROTATING LINE TRIMMER
D37607	Issued	United States	CUTTING LINE FOR A ROTATING LINE TRIMMER
D37607	Issued	United States	CUTTING LINE FOR A ROTATING LINE TRIMMER
D37651	Issued	United States	CUTTING LINE FOR A ROTATING LINE TRIMMER
D376739	Issued	United States	CUTTING LINE FOR A ROTATING LINE TRIMMER
D37905	Issued	United States	CUTTING LINE FOR A ROTATING LINE TRIMMER
D37941	Issued	United States	CUTTING LINE FOR A ROTATING LINE TRIMMER
D37941	Issued	United States	CUTTING LINE FOR A ROTATING LINE TRIMMER
5534333	Issued	United States	SPIRAL FABRIC
6171446	Issued	United States	PRESS FELT WITH GROOVED FIBERS HAVING IMPROVED DEWATERING CHARACTERISTICS
0221691	Issued	Belgium	MONOFILAMENTS, AND FABRICS THEREOF
0221691	Issued	Germany	MONOFILAMENTS, AND FABRICS THEREOF
0221691	Issued	France	MONOFILAMENTS, AND FABRICS THEREOF
0221691	Issued	United Kingdom	MONOFILAMENTS, AND FABRICS THEREOF
6560878	Issued	United States	MULTI-COMPONENT, EXTRUDED VEGETATION CUTTING LINE

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Registration No.	Status	Jurisdiction	Description
1249920	Issued	Canada	METHOD OF FORMING SUPPORTED ANTISTATIC YARN
5308563	Issued	United States	PROCESS FOR PRODUCING ANTISTATIC YARNS
182356	Issued	Mexico	PROCESS FOR PRODUCING ANTISTATIC YARNS
6245694	Issued	United States	STATIC DISSIPATIVE AUTOMOTIVE BEDLINERS
0294504	Issued	European Patent Office	PROCESS FOR MAKING ELECTRICALLY CONDUCTIVE TEXTILE FILAMENTS
1736031	Issued	Japan	PROCESS FOR MAKING ELECTRICALLY CONDUCTIVE TEXTILE FILAMENTS
5840425	Issued	United States	MULTICOMPONENT SUFFUSED ANTISTATIC FIBERS AND PROCESSES FOR MAKING THEM
5820805	Issued	United States	PROCESS FOR MAKING ANTISTATIC FIBER
0294504	Issued	Austria	PROCESS FOR MAKING ELECTRICALLY CONDUCTIVE TEXTILE FILAMENTS
0294504	Issued	Belgium	PROCESS FOR MAKING ELECTRICALLY CONDUCTIVE TEXTILE FILAMENTS
0294504	Issued	France	PROCESS FOR MAKING ELECTRICALLY CONDUCTIVE TEXTILE FILAMENTS
0294504	Issued	Germany	PROCESS FOR MAKING ELECTRICALLY CONDUCTIVE TEXTILE FILAMENTS
0294504	Issued	United Kingdom	PROCESS FOR MAKING ELECTRICALLY CONDUCTIVE TEXTILE FILAMENTS
0294504	Issued	Italy	PROCESS FOR MAKING ELECTRICALLY CONDUCTIVE TEXTILE FILAMENTS
0294504	Issued	Sweden	PROCESS FOR MAKING ELECTRICALLY CONDUCTIVE TEXTILE FILAMENTS
0294504	Issued	Switzerland	PROCESS FOR MAKING ELECTRICALLY CONDUCTIVE TEXTILE FILAMENTS
6670034	Issued	United States	SINGLE INGREDIENT, MULTI-STRUCTURAL FILAMENTS

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Registration No.	Status	Jurisdiction	Description
6589392	Issued	United States	MULTICOMPONENT MONOFILAMENT FOR PAPERMAKING FORMING FABRIC
6668462	Issued	United States	MULTI-COMPONENT, EXTRUDED VEGETATION CUTTING LINE
6912789	Issued	United States	MULTIPURPOSE ROTARY CUTTING TOOL HAVING INTERCHANGEABLE HEADS
[tbd]	Pending	Japan	MONOFILAMENTS EXTRUDED FROM COMPATIBILIZED POLYMER BLENDS CONTAINING POLYPHENYLENE SULFIDE, AND FABRICS
Application 2456885	Pending	Canada	MULTIPURPOSE ROTARY CUTTING TOOL HAVING INTERCHANGEABLE HEADS
Application PA/A/2004001298	Pending	Mexico	MULTIPURPOSE ROTARY CUTTING TOOL HAVING INTERCHANGEABLE HEADS
Application 2460969	Pending	Canada	SINGLE INGREDIENT MULTI-STRUCTURAL FILAMENTS
Application 02819297.4	Pending	China (Peoples Republic)	MULTICOMPONENT MONOFILAMENT FOR PAPERMAKING FORMING FABRIC
Application PA/2004003316	Pending	Mexico	MULTICOMPONENT MONOFILAMENT FOR PAPERMAKING FORMING FABRIC
Application PA/A/2004/003315	Pending	Mexico	SINGLE INGREDIENT MULTISTRUCTURAL FILAMENTS
Application 02773736.0	Pending	European Patent Office	SINGLE INGREDIENT MULTISTRUCTURAL FILAMENTS
Application 10/850846	Pending	United States	CONTAINER WITH CLIP FOR STORING AND CARRYING TRIMMER LINE STRIPS
Application 02819296.6	Pending	China (Peoples Republic)	SINGLE INGREDIENT, MULTI-STRUCTURAL FILAMENTS
Application 05101429.4	Pending	Hong Kong	MULTICOMPONENT MONOFILAMENT FOR PAPERMAKING FORMING FABRIC
Application 05101427.6	Pending	Hong Kong	SINGLE INGREDIENT, MULTI-STRUCTURAL FILAMENTS
Application 11/371509	Pending	United States	ENCLOSED SPOOL
Application 11/683063	Pending	United States	CUTTING TOOL ATTACHED TO PACKAGE FOR WOUND LINE

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Registration No.	Status	Jurisdiction	Description
Application PCT/US2007/05742	Pending	Patent Cooperation Treaty	PACKAGE FOR WOUND LINE AND CUTTING TOOL ATTACHED THERE TO
[tbd]	Unfiled	[tbd]	ALCOHOL SOLUBLE COPOLYAMIDE FOR BONDING POLYESTER AND POLYAMIDE THREAD
[tbd]	Unfiled	[tbd]	EXTRUDED NYLON PRODUCTS WITH IMPROVED MOISTURE STABILITY
[tbd]	Unfiled	[tbd]	Soft Nylon 6/10 Monofilaments - Roger Evans- inventor - Disclosure provided to RK circa April 2002
[tbd]	Unfiled	[tbd]	Abrasive Fiber Made by Suffusion Process for Car Finishes
[tbd]	Unfiled	[tbd]	PET/Nylon Bicomponent Monofilament with Conductive Carbon Coating
Application PCT/US97/05815	Closed	Patent Cooperation Treaty	MONOFILAMENTS EXTRUDED FROM COMPATIBILIZED POLYMER BLENDS CONTAINING POLYPHENYLENE SULFIDE, AND FABRICS
4,992,515	Closed	United States	NYLON TERPOLYMER CROSSLINKED WITH MELAMINE FORMALDEHYDE FOR COATING SEWING THREADS
5,283,110	Closed	United States	HIGH TEMPERATURE COPOLYESTER MONOFILAMENTS WITH ENHANCED KNOT TENACITY FOR DRYER FABRICS
0292186	Closed	European Patent Office	NOVEL MONOFILAMENTS, FABRICS THEREOF AND RELATED PROCESS
5,407,736	Closed	United States	POLYESTER MONOFILAMENT AND PAPER MAKING FABRICS HAVING IMPROVED ABRASION RESISTANCE
Application 1995- 507077	Closed	Japan	POLYESTER MONOFILAMENT AND PAPER MAKING FABRICS HAVING IMPROVED ABRASION RESISTANCE
5,424,125	Closed	United States	MONOFILAMENTS FROM POLYMER BLENDS AND FABRICS THEREOF
5,429,073	Closed	United States	BEDDING MATERIALS FOR ANIMALS
Application 1994- 262044	Closed	Japan	BEDDING MATERIALS FOR ANIMALS

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Registration No.	Status	Jurisdiction	Description
5,759,925	Closed	United States	MONOFILAMENTS EXTRUDED FROM COMPATIBILIZED POLYMER BLENDS CONTAINING POLYPHENYLENE SULFIDE, AND FABRICS THEREOF
5,464,890	Closed	United States	POLYESTER MONOFILAMENTS EXTRUDED FROM A HIGH TEMPERATURE POLYESTER RESIN BLEND WITH INCREASED RESISTANCE TO HYDROLYTIC AND THERMAL DEGRADATION AND FABRICS THEREOF
Application 1787/95	Closed	Czech Republic	POLYESTER MONOFILAMENTS EXTRUDED FROM A HIGH TEMPERATURE POLYESTER RESIN BLEND WITH INCREASED RESISTANCE TO HYDROLYTIC AND THERMAL DEGRADATION AND FABRICS THEREOF
Application 7(1995)513798	Closed	Japan	POLYESTER MONOFILAMENTS EXTRUDED FROM A HIGH TEMPERATURE POLYESTER RESIN BLEND WITH INCREASED RESISTANCE TO HYDROLYTIC AND THERMAL DEGRADATION AND FABRICS THEREOF
5,460,869	Closed	United States	POLYESTER MONOFILAMENT AND PAPER MAKING FABRICS HAVING IMPROVED ABRASION RESISTANCE
5,456,973	Closed	United States	MONOFILAMENTS FROM POLYMER BLENDS AND FABRICS THEREOF
Application 565507	Closed	Canada	NOVEL MONOFILAMENTS, FABRICS THEREOF AND RELATED PROCESS
Application 08/445,406	Closed	United States	THERMOPLASTIC ELASTOMER RIBBON HAVING PARALLEL FILAMENTS
5,648,152	Closed	United States	POLYESTER MONOFILAMENTS EXTRUDED FROM A HIGH TEMPERATURE POLYESTER RESIN BLEND WITH INCREASED RESISTANCE TO HYDROLYTIC AND THERMAL DEGRADATION AND FABRICS THEREOF
Application M9302674.9	Closed	Germany	CUTTING LINE FOR A ROTATING LINE TRIMMER
Application MI93O000176	Closed	Italy	CUTTING LINE FOR A ROTATING LINE TRIMMER

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Registration No.	Status	Jurisdiction	Description
Application 29/076,591	Closed	United States	CUTTING LINE FOR A ROTATING LINE TRIMMER
Application 2,250,916	Closed	Canada	MONOFILAMENTS EXTRUDED FROM COMPATIBILIZED POLYMER BLENDS CONTAINING POLYPHENYLENE SULFIDE, AND FABRICS
Application 97918534.5	Closed	European Patent Office	MONOFILAMENTS EXTRUDED FROM COMPATIBILIZED POLYMER BLENDS CONTAINING POLYPHENYLENE SULFIDE, AND FABRICS
5985450	Closed	United States	STRIATED MONOFILAMENTS USEFUL IN THE FORMATION OF PAPERMAKING BELTS
Application 2285130	Closed	Canada	FIBERS HAVING IMPROVED DEWATERING CHARACTERISTICS FOR PRESS FELTS
Application 99308223.9	Closed	European Patent Office	FIBERS HAVING IMPROVED DEWATERING CHARACTERISTICS FOR PRESS FELTS
Application 88304257.4	Closed	Austria	NOVEL MONOFILAMENTS, FABRICS THEREOF AND RELATED PROCESS.
Application 88304257.4	Closed	Belgium	NOVEL MONOFILAMENTS, FABRICS THEREOF AND RELATED PROCESS.
Application 88304257.4	Closed	Germany	NOVEL MONOFILAMENTS, FABRICS THEREOF AND RELATED PROCESS.
Application 88304257.4	Closed	France	NOVEL MONOFILAMENTS, FABRICS THEREOF AND RELATED PROCESS.
Application 88304257.4	Closed	United Kingdom	NOVEL MONOFILAMENTS, FABRICS THEREOF AND RELATED PROCESS.
Application 86307818.4	Closed	Austria	MONOFILAMENTS, AND FABRICS THEREOF
Application 86307818.4	Closed	Sweden	MONOFILAMENTS, AND FABRICS THEREOF
Application 09/608,421	Closed	United States	BICOMPONENT SOLVENT PROCESS FOR THE MANUFACTURE OF NON-WATER SOLUBLE NYLONS AND USES OF THE PRODUCTS THEREOF
4545835	Closed	United States	METHOD OF FORMING SUPPORTED ANTISTATIC YARN
Application 09/712,153	Closed	United States	STATIC DISSIPATIVE AUTOMOTIVE BEDLINERS

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Registration No.	Status	Jurisdiction	Description
4704311	Closed	United States	PROCESS FOR MAKING ELECTRICALLY CONDUCTIVE TEXTILE FILAMENTS
0294504	Closed	Netherlands	PROCESS FOR MAKING ELECTRICALLY CONDUCTIVE TEXTILE FILAMENTS
5457968	Closed	United States	SEATING SUPPORT
6352772	Closed	United States	PAPERMAKING BELTS COMPRISING STRIATED MONOFILAMENTS
Application 60/530,053	Closed	United States	BLOWING DEVICE AND METHOD FOR USE WITH PORTABLE LAWN TRIMMER
Application PCT/US02/32351	Closed	Patent Cooperation Treaty	SINGLE INGREDIENT, MULTI-STRUCTURAL FILAMENTS
Application PCT/US02/32436	Closed	Patent Cooperation Treaty	MULTICOMPONENT MONOFILAMENT FOR PAPERMAKING FORMING FABRIC
[tbd]	Closed	United States	NON-CARBON CONDUCTIVE FILAMENT
10/696223	Closed	United States	SINGLE INGREDIENT MULTI-STRUCTURAL FILAMENTS
Application PCT/US02/025416	Closed	Patent Cooperation Treaty	MULTIPURPOSE ROTARY CUTTING TOOL HAVING INTERCHANGEABLE HEADS
[unfiled]	Closed	United States	TEXTURED FILAMENT VIOLIN HORSE HAIR REPLACEMENT
Application 2002355436	Closed	Australia	MULTIPURPOSE ROTARY CUTTING TOOL HAVING INTERCHANGEABLE HEADS
Application 2460797	Closed	Canada	MULTICOMPONENT MONOFILAMENT FOR PAPERMAKING FORMING FABRIC
Application 02773739.4	Closed	European Patent Office	MULTICOMPONENT MONOFILAMENT FOR PAPERMAKING FORMING FABRIC
Application 60/666,497	Closed	United States	FLAME RETARDANT MULTI-STRUCTURAL FILAMENTS (Provisional)
Application 11/254054	Closed	United States	MECHANISM FOR ATTACHING TRIMMER LINE STRIPS TO A HEAD OF A TRIMMING APPARATUS

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Trademarks and Trademark Applications

Application / Registration No.	Jurisdiction	Application /Registration Date	Description	Class: Goods
3170131	European Community	16-May-2003/ 16-Jun-2004	ALBANY	28 Int.: Fishing rods, fishing reels, fishing line, and fishing tackle accessories.
1,432,693	United Kingdom	19-Jul-1990/ 30-Jun-1994	ALPHA	28 Int.: Fishing tackle, fishing rods, fishing reels, and fishing lines.
75/377,798/ 2,187,855	United States	23-Oct-1997/ 08-Sep-1998	ALPHA	28 Int.: Fishing line
15388/28WZ/ 966 432	Germany	23-Apr-1977/ 09-Jan-1978	AMBIDEX	28 Int.: Sporting apparatus, landing nets for anglers, landing net- sticks for anglers, fishing equipment; namely fishing rods, fishing lines, fishing hooks, fishing reels, artificial baits, floats, quills and plummets, ground- finders.
1,504,213/	United Kingdom	18-Jun-1992/ 03-Dec-1993	BETA	28 Int.: Fishing tackle, fishing rods, fishing reels, and fishing lines.

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Application / Registration No.	Jurisdiction	Application /Registration Date	Description	Class: Goods
2332267	United Kingdom	16-May-2003/ 17-Oct-2003	BORAK	28 Int.: Fishing rods, fishing reels, fishing line, and fishing tackle accessories.
777226	Australia	30-Oct-1998/ 18-Jun-1999	CONDEX	28 Int.: Equipment in this class for fishing; fishing tackle, including rods, reels and line.
2358467	United Kingdom	16-Mar-2004/ 27-Aug-2004	CONTENDER	28 Int.: Fishing rods, fishing reels, fishing line, and fishing tackle.
3888138	European Community	16-Jun-2004/ 06-Jun-2005	DEVILS OWN	28 Int.: Fishing rods, fishing reels, fishing line, and fishing tackle accessories.
75/564,248/ 2,378,119	United States	02-Oct-1998? 15-Aug-2000	EXCURSION	28 Int.: Fishing rods, reels, and line sold individually and as a unit with a carrying case.
0963730/ 0665600	Benelux	02-May-2000/ 02-Oct-2000	FLY TECH	IC 28: Fishing tackle, fishing rods, fishing line and reels; accessories for the aforesaid goods.

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Application / Registration No.	Jurisdiction	Application /Registration Date	Description	Class: Goods
001622687	European Community	20-Apr-2000/ 03-Jul-2001		IC 28: Fishing tackle, fishing rods, fishing line and reels; accessories for the aforesaid goods.
2231178	United Kingdom	02-May-2000/ 20-Oct-2000	FLY TECH	IC 28: Fishing tackle, fishing rods, fishing line and reels; accessories for the aforesaid goods.
1,432,681	United Kingdom	19-Jul-1990/	GRAFLITE	28 Int.: Fishing tackle, fishing rods, fishing reels, and fishing lines.
777227	Australia	30-Oct-1998/ 18-Jun-1999	INTREPID	28 Int.: Equipment in this class for fishing; fishing tackle, including rods, reels and line.
700425	Australia	11-Jan-1996/ 21-Mar-1997	INVICTA	28 Int.: Fishing tackle, including rods, reels and line.
868966/ 598310	Benelux	10-Apr-1996	INVICTA	28 Int.: Fishing tackle, including rods, reels and line.

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Application / Registration No.	Jurisdiction	Application /Registration Date	Description	Class: Goods
2,067,653/	United Kingdom	03-Apr-1996/ 28-Feb-1997	INVICTA	28 Int.: Fishing tackle, rods for fishing, reels for fishing, lines for fishing.
72/268,067/ 845,835	United States	31-Mar-1967/ 12-Mar-1968	MEDALIST & DESIGN	28 Int.: Reels, parts for reels, rods, and fishing lines.
777224	Australia	30-Oct-1998/ 18-Jun-1999	MEDALIST (STYLIZED)	28 Int.: Equipment in this class for fishing; fishing tackle, including rods, reels and line.
74/340,199/ 1,842,437	United States	15-Dec-1992/ 28-Jun-1994	MICROCAST	28 Int.: Fishing rods, reels, and line.
74/340,198/ 1,843,768	United States	15-Dec-1992/ 05-Jul-1994	MICROSPIN	28 Int.: Fishing rods, reels and line.
285 669	Int'l Registration - Madrid	29-Jun-1964/	NORIS SHAKESPEARE & DESIGN	28 Int.: IC 28: Wound lines for fishing, fish hooks, reels, artificial lures for fishing, leaders; lines for fishing, landing nets, hoop nets, fishing rods, handles for landing nets.

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Application / Registration No.	Jurisdiction	Application /Registration Date	Description	Class: Goods
455 225	Int'l Registration - Madrid	07-Aug-1980	OMNI	28 Int.: Fishing rods, fishing-lines, fishing-reels.
2235196	United Kingdom	07-Jun-2000/ 10-Nov-2000	ORACLE	Fishing tackle, fishing rods, fishing reels, fishing lines; accessories for the aforesaid goods.
777225	Australia	30-Oct-1998/ 18-Jun-1999	PFLUEGER	28 Int.: Equipment in this class for fishing; fishing tackle, including rods, reels and line.
4636985 Pending	China (Peoples Republic)	30-Apr-2005	PFLUEGER	28 Int.: Fishing rods; fishing reels; fishing line; fishing lures; fishing hooks; fishing bait; fishing jigs; fishing sinkers; fishing spinners; fishing leaders; fishing tackle boxes; soft sided fishing tackle gear bags.

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Application / Registration No.	Jurisdiction	Application /Registration Date	Description	Class: Goods
40-2006-56540	Korea, Republic of	08-Nov-2006/ 25-Apr-2007	PFLUEGER	28 Int.: Fishing rods; fishing reels; fishing line; fish hooks; fish lures; fish flies; jigs; sinkers; fishing tackle boxes; fishing nets; fishing rod supports; artificial fishing bait; fishing chairs; floats for fishing; fishing creels; bite indicators (fishing tackle).
4633392	European Community	14-Sep-2005/ 03-Apr-2006	POLESTAR	28 Int.: Fishing poles, fishing reels, fishing line, fishing tackle.
2395439	United Kingdom	28-Jun-2005/	POLESTAR	28 Int.: Fishing poles, fishing reels, fishing line, and fishing tackle.
16849/ 72446-C	Bolivia	20-Nov-1997/ 08-Apr-1999	SHAKESPEARE	28 Int.: Fishing tackle; namely rods, reels, and line.

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Application / Registration No.	Jurisdiction	Application /Registration Date	Description	Class: Goods
344009/ 185033	Canada	29-Jun-1971/ 25-Aug-1972	SHAKESPEARE	NA : Sporting goods in the nature of anglers' supplies, namely, rods, reels, lines, artificial baits and lures, trolling motors and remote controls therefor, worm raiser preparations, hooks. Golfers' supplies, namely, balls and clubs. Archery supplies, namely, bow strings, arrowheads and points and res and stabilizers and nocks and feathers, bows, arrows, shooting tabs and gloves, archery crests, wrist straps, arm guards. Snowmobile accessories, namely, safety

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Application / Registration No.	Jurisdiction	Application /Registration Date	Description	Class: Goods
182052/ 17620	Canada	16-Jan-1943/ 16-Jan-1943	SHAKESPEARE	NA : Fishing rods, fishing reels, fishing lines, and artificial baits and lures.(Extension of Wares) Athletic clothing, casual clothing, dress clothing; headwear namely caps, visors, beanies, handkerchiefs, bandanas & headbands; footwear namely athletic shoes, casual shoes and dress shoes, boots, sandals, thongs, slippers and booties; wrist bands, gloves, mittens.
523.473/ 619.781	Chile	04-Apr-2001/ 25-Jan-2002	SHAKESPEARE	28 Int.: All goods in class 28.

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Application / Registration No.	Jurisdiction	Application /Registration Date	Description	Class: Goods
4039729 Pending	China (Peoples Republic)	27-Apr-2004	SHAKESPEARE	22 Int.: Monofilame nts for use in the manufacture of paper machine clothing, fasteners, tire reinforceme nt, grass cutting line, suspension seating, fishing line, and industrial applications; textile fibers.

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Application / Registration No.	Jurisdiction	Application /Registration Date	Description	Class: Goods
488981	European Community	07-Mar-1997/ 09-Dec-1998	SHAKESPEARE	17 Int.: IC 17: Threads, fibers or monofilame nts of synthetic materials for non-textile use.22 Int.: IC 22: Rope, string, cord and twines, raw fibrous textile materials.23 Int.: IC 23: Yarns and threads for textile use, sewing thread.28 Int.: IC 28: Toys; sporting articles; fishing line.

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Application / Registration No.	Jurisdiction	Application /Registration Date	Description	Class: Goods
D00.200502492 6	Indonesia	14-Nov-2005/ 09-Apr-2007	SHAKESPEARE	28 Int.: Fishing rods; fishing reels; fishing line; fishing tackle; artificial fishing baits and lures; fishing accessories, namely floats, hooks, jigs, sinkers, swivels, hand held nets, and fishing line counters; fishing tackle boxes.
97/34030/ 206,962	Paraguay	26-Nov-1997/ 15-Sep-1998	SHAKESPEARE	28 Int.: Fishing tackle; namely rods, reels, and line.
1549623	Spain	16-Feb-1990/ 10-Mar-1994	SHAKESPEARE	28 Int.: Fishing tackle; including rods, reels, hooks, line, artificial lures, floats, and weights.

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Application / Registration No.	Jurisdiction	Application /Registration Date	Description	Class: Goods
81/050713/ 616873	Taiwan	09-Oct-1992/ 16-Oct-1993	SHAKESPEARE	79 Nat.: Rods, reels, fishing lines, fishing hooks, artificial bait, bobs, floats, sinkers, portable creels, fishing spears, harpoon gun, fishing nets.
VA 02.650/19/ VR1979 02738	Denmark	16-Jun-1978/ 21-Sep-1979	SHAKESPEARE & DESIGN	28 Int.: Toys, gymnastic and sporting appliances, articles for anglers, namely fishing rods, fishing lines, fishing hooks, wheels for fishing rods, snoods and shells, artificial bait, floats, thin floats, lead and shallow seekers.

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Application / Registration No.	Jurisdiction	Application /Registration Date	Description	Class: Goods
15664/28WZ/ 967 849	Germany	17-Dec-1977/ 20-Feb-1978	SHAKESPEARE & DESIGN	28 Int.: Fishing equipment, namely fishing-rods, fishing-lines, fishing- hooks, fishing reels, artificial baits, floats, quills and plumets, ground- finders.
781643/ 105695	Norway	14-Jun-1978/ 14-Aug-1980	SHAKESPEARE & DESIGN	28 Int.: Games and sporting apparatus, fishing equipment, namely fishing-rods, fishing lines, fishing- hooks, fishing reels, artificial baits, floats, quills and plumets, ground- finders.

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Application / Registration No.	Jurisdiction	Application /Registration Date	Description	Class: Goods
437 994	Int'l Registration - Madrid	17-Dec-1977/ 26-Apr-1978	SHAKESPEARE & DESIGN (COLOR)	28 Int.: Apparatus for playing and sport; fishing articles, walking sticks and lines for fishing, fish hooks, winches, advance, artificial baits, floats, pipes of pens and leads, leads for recognize surface.
76/507,204/ 2,831,616	United States	17-Apr-2003/ 13-Apr-2004	SHAKESPEARE & DESIGN 1897 (COLOR)	IC 28: Fishing rods, reels, and line; tackle boxes; fishing line counters.
815165803	Brazil	06-Oct-1989/ 18-Feb-1992	SHAKESPEARE (STYLIZED)	28 Int.: Fishing rods, fishing reels, fishing tackle, fishing accessories and fishing line.
2933/98/ 109434	Costa Rica	30-Apr-1998/ 26-Nov-1998	SHAKESPEARE (STYLIZED)	28 Int.: Fishing tackle; namely rods, reels, and line.

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Application / Registration No.	Jurisdiction	Application /Registration Date	Description	Class: Goods
69 358 1/ 693 581	Germany	17-Dec-1955/	SHAKESPEARE (STYLIZED)	28 Int.: Fishing spools, fishing lines, fishing rods, artificial baits.
321168/ 734395	Italy	24-Dec-1955/ 09-Jan-1956	SHAKESPEARE (STYLIZED)	28 Int.: Reels for fishing, lines for fishing, rods for fishing, artificial fishing baits and flies.
1983-109/ 39087-1	Korea, Republic of	11-Oct-1983/ 28-Feb-1984	SHAKESPEARE (STYLIZED)	28 Int.: IC 28: Fishing spools, fishing rods, fishing lines, fishing floats, artificial fishing baits, fishing sinkers, fishing creels, fishing reels, fishing hooks, bamboo fishing, fishing nets, and fishing rod supports.
108319/ 4-1996110665	Philippines	23-May-1996/ 21-Feb-2000	SHAKESPEARE (STYLIZED)	28 Int.: Fishing reels, fishing lines, fishing rods, and artificial fishing baits and lures.

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Application / Registration No.	Jurisdiction	Application /Registration Date	Description	Class: Goods
159166/ 2P-283411	Switzerland	23-Dec-1955/	SHAKESPEARE (STYLIZED)	28 Int.: Fishing gear, fishing line, fishing rods, fishing bait, artificial bait.
2004/21173	Turkey	09-Jul-2004/ 09-Jul-2004	SHAKESPEARE (STYLIZED)	28 Int.: . . . fishhook, triple fishhooks, fishhooks with a fish- shaped lure etc, swivels, double fish line swivels, triple fish line swivels, clip on fish line swivels, locked clip on fish line swivels, cast net swivels, normal roller swivels, roller clip on swivels..fish ing poles, telescopic fishing poles, two part boat fishing poles, uni- part boat fishing poles, two part light carbon fishing poles, telescopic carbon fishing poles,

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Application / Registration No.	Jurisdiction	Application /Registration Date	Description	Class: Goods
				ringless lake fishing poles, spinning reels, spinning reels adjusted by the head, spinning reels adjusted by the back, drag-net spinning reels, spinning looms for the boats; fishing lines, bobbin, bobbin fishing lines, carbon fishing lines, silicon fishing lines, string fishing lines, hank fishing lines, sachet fishing lines. Artificial fishing worms, artificial fish worms made of plastic, metal, and silicon.with a fish- shaped lure etc, swivels, double fish line swivels, triple fish line swivels, clip on fish

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Application / Registration No.	Jurisdiction	Application /Registration Date	Description	Class: Goods
				line swivels, locked clip on fish line swivels, cast net swivels, normal roller swivels, roller clip on swivels..fish ing poles, telescopic fishing poles, two part boat fishing poles, uni- part boat fishing poles, two part light carbon fishing poles, telescopic carbon fishing poles, ringless lake fishing poles, spinning reels, spinning reels adjusted by the head, spinning reels adjusted by the back, drag-net spinning reels, spinning looms for the boats; fishing lines,

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Application / Registration No.	Jurisdiction	Application /Registration Date	Description	Class: Goods
				bobbin, bobbin fishing lines, carbon fishing lines, silicon fishing lines, string fishing lines, hank fishing lines, sachet fishing lines. Artificial fishing worms, artificial fish worms made of plastic, metal, and silicon.
71/406,155/ 359,879	United States	09-May-1938/ 30-Aug-1938	SHAKESPEARE (STYLIZED)	28 Int.: Fishing reels, fishing lines, fishing rods, and artificial fishing baits and lures.
1029739	Australia	15-Nov-2004/ 22-Mar-2005	SHAKESPEARE SUPREME	28 Int.: Fishing rods, fishing reels, and fishing line.
1,226,111 Pending	Canada	05-Aug-2004	SHAKESPEARE SUPREME	NA : Fishing rods, fishing reels, and fishing line.
4131471	European Community	15-Nov-2004/ 26-Jan-2006	SHAKESPEARE SUPREME	28 Int.: Fishing rods, fishing reels, and fishing line.
78/418,441/ 3225575	United States	13-May-2004/ 2007	SHAKESPEARE SUPREME	28 Int.: Fishing rods, fishing reels, and fishing line.

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Application / Registration No.	Jurisdiction	Application /Registration Date	Description	Class- Goods
1002659/ 700611	Benelux	21-Dec-2001	SIGMA	28 Int.: Fishing equipment, namely fishing rods, fishing reels, and fishing line.
848620/ 492748	Canada	19-Jun-1997/ 09-Apr-1998	SIGMA	NA : Fishing gear, namely, rods, reels, lines and electric fishing motors.
776846	Int'l Registration - Madrid	16-Jan-2002/	SIGMA	28 Int.: Fishing equipment, namely fishing rods, fishing reels, and fishing line.
300930	New Zealand	04-Nov-1998/ 26-Apr-1999	SIGMA	28 Int.: Equipment in this class for fishing; fishing tackle, including rods, reels and line.
74/340,743/ 1,785,691	United States	17-Dec-1992/ 03-Aug-1993	SIGMA	28 Int.: Fishing rods, reels, and line.
549258	Australia	22-Jan-1991/ 23-Aug-1994	SIGMA & DESIGN	28 Int.: Fishing tackle including rods, fishing reels and fishing lines.

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Application / Registration No.	Jurisdiction	Application /Registration Date	Description	Class: Goods
1,432,697	United Kingdom	19-Jul-1990/ 06-Nov-1992	SIGMA & DESIGN	28 Int.: Fishing tackle, fishing rods, fishing reels, and fishing lines.
16968/28 Wz/ 1 002 166	Germany	10-Apr-1980/ 19-May-1980	SIGMA & DESIGN	28 Int.: Fishing equipment, namely fishing-rods, fishing-lines, fishing- hooks, fishing reels, artificial baits, floats, quills and plumets, ground- finders.
777228	Australia	30-Oct-1998/ 18-Jun-1999	SNAKE RIVER	28 Int.: Equipment in this class for fishing; fishing tackle, including rods, reels and line.
71/110,640/ 123,029	United States	04-May-1918/ 08-Oct-1918	SUPREME (STYLIZED)	28 Int.: Fishing reels
3231263	European Community	18-Jun-2003/ 03-Jan-2005	TPD	28 Int.: Fishing tackle, including rods, reels, fly line and fishing tackle accessories.

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Application / Registration No.	Jurisdiction	Application /Registration Date	Description	Class, Goods
75/627,653/ 2,418,237	United States	04-Aug-1999/ 02-Jan-2001	TRAVEL MATE	28 Int.: Fishing rods, reels and line sold as a kit with a carrying case.
2387888	United Kingdom	24-Mar-2005/ 16-Sep-2005	TRION	28 Int.: Fishing rods, fishing reels, fishing line, fishing tackle.
416529	Australia	09-Oct-1984/ 01-Sep-1987	UGLY STIK	28 Int.: Fishing tackle, including rods, reels and line.
15 173/28WZ/ 960 577	Germany	09-Oct-1976/ 19-Jul-1977	UGLY STIK & DESIGN	28 Int.: Games and sporting apparatus, landing nets for anglers, landing net- sticks for anglers, fishing equipment, namely fishing-rods, fishing lines, fishing- hooks, fishing reels, artificial baits, floats, quills and plumets, ground- finders.
75/452,120/ 2,294,742	United States	16-Mar-1998/ 23-Nov-1999	UGLY STIK TIGER	28 Int.: Fishing tackle, namely, rods, reels and line.

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Application / Registration No.	Jurisdiction	Application /Registration Date	Description	Class: Goods
4602249	European Community	23-Aug-2005/ 13-Feb-2006	XCEDE	28 Int.: Fishing tackle, fishing rods, fishing reels, fishing line.
2387367	United Kingdom	18-Mar-2005/ 02-Sep-2005	XCEDE	28 Int.: Fishing tackle, fishing rods, fishing reels, fishing line.
2381792	United Kingdom	11-Jan-2005	ZEO	28 Int.: Fishing tackle, fishing rods, fishing reels, fishing line.

Analysis to Aid Public Comment

**ANALYSIS OF CONSENT ORDERS TO AID PUBLIC
COMMENT****I. Introduction**

The Federal Trade Commission (“Commission”) has accepted, subject to final approval, an Agreement Containing Consent Orders (“Consent Agreement”) from Jarden Corporation (“Jarden”) and K2 Incorporated (“K2”). The purpose of the proposed Consent Agreement is to remedy the anticompetitive effects that would otherwise be likely to result from Jarden’s acquisition of K2. Under the terms of the proposed Consent Agreement, Jarden and K2 are required to divest assets related to K2’s Cajun Line®, Omniflex®, Outcast®, and Supreme™ monofilament fishing line products.

The proposed Consent Agreement has been placed on the public record for thirty days to solicit comments from interested persons. Comments received during this period will become part of the public record. After thirty days, the Commission will again review the proposed Consent Agreement and the comments received, and will decide whether it should withdraw from the proposed Consent Agreement or make it final.

Pursuant to an Agreement and Plan of Merger dated April 24, 2007, Jarden proposes to acquire K2 in a transaction valued at approximately \$1.2 billion (“Proposed Acquisition”). The Commission’s complaint alleges that the Proposed Acquisition, if consummated, would violate Section 7 of the Clayton Act, as amended, 15 U.S.C. § 18, and Section 5 of the Federal Trade Commission Act, as amended, 15 U.S.C. § 45, by lessening competition in the market for monofilament fishing line in the United States. The proposed Consent Agreement would remedy the alleged violations by replacing the competition that would be lost in this market as a result of the Proposed Acquisition.

Analysis to Aid Public Comment

II. The Parties

Jarden is a leading provider of branded consumer products, including outdoor sporting goods, kitchen appliances, firelogs, playing cards, and a wide variety of consumer and medical plastic products. In 2006, Jarden's revenues were approximately \$3.85 billion. In April 2007, Jarden acquired Pure Fishing Inc. ("Pure Fishing"), a fishing tackle company that sells products under several brands, including Abu Garcia®, Berkley®, Stren®, Mitchell®, and Spider®.

K2 is a leading provider of branded consumer outdoor sports equipment. K2 reported annual sales of \$1.4 billion in 2006, attributable to four primary business segments: Marine and Outdoor, Team Sports, Action Sports, and Apparel and Footwear. K2 participates in the fishing tackle markets through its Shakespeare division, marketing products under several brand names including Shakespeare®, Ugly Stik®, Penn®, Pflueger®, and Cajun Line®.

III. Monofilament Fishing Line

Monofilament fishing line is the most widely-used and least expensive type of fishing line. While other specialized types of fishing line, including braided (or super line) and fluorocarbon, appear to be growing in popularity, especially among avid anglers, the vast majority of fishing line purchases in the United States are of monofilament line. Monofilament line is acceptable for a broad range of fishing conditions, but is particularly well-suited for situations in which it is important for the fishing line to be flexible and stretch. Due to its low cost and ease of use, monofilament line is popular with both novices and more avid anglers. The evidence indicates that anglers, if faced with a five to ten percent increase in the price of monofilament line, would not switch to braided line or fluorocarbon line. Therefore, monofilament line is the relevant product market in which to analyze the competitive effects of the proposed acquisition.

Analysis to Aid Public Comment

The relevant geographic market in which to assess the impact of the Proposed Acquisition is the United States. Although monofilament line appears to be routinely sourced by U.S. sellers from contract manufacturers worldwide, no foreign firm is a significant seller in the U.S. and, in light of the entry conditions discussed below, none is likely to become significant within two years.

The market for monofilament fishing line is highly concentrated, with Pure Fishing's three brands, Berkley®, Stren®, and Spider®, dominating the market. Although Shakespeare has a smaller presence in the market than Pure Fishing, Shakespeare appears to be the second-largest firm in the monofilament fishing line market and Pure Fishing's most significant competitor, due, in part, to the recent success of its Cajun Line, a red monofilament that is growing in popularity.

Entry into the market for monofilament fishing line that would be sufficient to deter or counteract the anticipated competitive effects of the proposed transaction is unlikely to occur in the next two to three years. Although obtaining a source of supply for monofilament line does not constitute a significant barrier to entry, the need to develop brand equity, distribution, infrastructure, and a marketing presence for the brand poses a significant barrier to *de novo* entry and to entry by participants in adjacent markets. The relatively limited sales opportunities in the monofilament fishing line market make it unlikely that a new entrant could justify the investment required to develop and market a new fishing line brand.

The Proposed Acquisition raises significant competitive concerns in the U.S. market for monofilament fishing line. Pure Fishing's sales account for a substantial share of the monofilament market. Shakespeare is Pure Fishing's most significant competitor. Consumers have benefitted from competition between Shakespeare and Pure Fishing on pricing, promotional spending, and product innovations. Thus, unremedied, the Proposed Acquisition likely

Analysis to Aid Public Comment

would cause anticompetitive harm by enabling Jarden to profit by raising the prices of its monofilament fishing line unilaterally, as well as reducing its incentives to innovate and develop new monofilament fishing line products.

IV. The Consent Agreement

The proposed Consent Agreement effectively remedies the Proposed Acquisition's likely anticompetitive effects in the market for monofilament fishing line. The proposed Consent Agreement preserves competition by requiring the divestiture of Cajun Line®, Omniflex®, Outcast®, and Supreme_ (the "Divested Assets") to W.C. Bradley/Zebco ("Zebco") within fifteen (15) days after the Proposed Acquisition is consummated.

Shakespeare's Penn® monofilament fishing line was not included in the divested assets because the evidence revealed that this is a rapidly declining brand and did not represent any competitive constraint to Pure Fishing's fishing line brands. Furthermore, Penn is best known for its high-end fishing reels, and as a result, any remedy involving this brand would unnecessarily present complex brand splitting concerns.

The Commission is satisfied that Zebco is a well-qualified acquirer of the divested assets. Zebco is a significant market participant in the fishing tackle market with a variety products, including fishing rods, fishing reels, and fishing rod and reel combination kits. Zebco already has a strong distribution network and knowledgeable sales force with existing relationships with fishing tackle retailers.

The proposed Consent Agreement contains several provisions designed to ensure the success of the divested assets to Zebco by requiring that (1) Jarden and K2 take steps to ensure that confidential information relating to the divested assets will not be used by Jarden; (2) Zebco will have the opportunity to enter into employment contracts with certain key individuals who have

Analysis to Aid Public Comment

experience relating to the divested assets; and (3) certain management employees of K2 who were substantially involved in the research, development, or marketing of the divested assets be precluded from working on competitive fishing line products at Jarden for a period of two years.

The Order to Maintain Assets that is included in the proposed Consent Agreement requires that Jarden and K2 protect the viability, marketability, and competitiveness of the divestiture assets between the time the Commission accepts the proposed Consent Agreement for placement on the public record and when the divestitures take place.

The purpose of this analysis is to facilitate public comment on the proposed Consent Agreement, and it is not intended to constitute an official interpretation of the proposed Decision and Order or to modify its terms in any way.

Complaint

IN THE MATTER OF

RITE AID CORPORATION
AND
THE JEAN COUTU GROUP (PJC), INC.

CONSENT ORDER, ETC., IN REGARD TO ALLEGED VIOLATIONS
OF SEC. 7 OF THE CLAYTON ACT AND SEC. 5 OF THE FEDERAL
TRADE COMMISSION ACT

Docket C-4191; File No. 061 0257
Complaint, June 1, 2007 – Decision, September 17, 2007

This consent order addresses the \$3.5 billion acquisition by Rite Aid Corporation (“Rite Aid”) of certain assets from the Brooks/Eckerd retail pharmacies of The Jean Coutu Group (PJC), Inc. (“Jean Coutu”) (collectively “Respondents”). The complaint alleges that Respondents combined account for up to 100 percent of the pharmacies in the market, and the acquisition, if consummated, would likely allow Rite Aid to raise prices for pharmacy services to cash customers in several markets nationwide. There is a significant disparity in profit margins between sales to cash customers and sales to customers covered by third party payors. The consent order requires Respondents to divest one store in each of the twenty-three geographic areas to a Commission-approved acquirer.

Participants

For the *Commission*: Thomas A. Cohn, Daniel P. Ducore, Alan Loughnan, Jonathan W. Platt, and David P. Wales, Jr.

For the *Respondents*: Philip Proger, Jones Day; David T. Beddow, O’Melveny & Meyers.

COMPLAINT

Pursuant to the provisions of the Federal Trade Commission Act and the Clayton Act, and by virtue of the authority vested in it by said Acts, the Federal Trade Commission (“Commission”), having reason to believe that Respondent Rite Aid Corporation (“Rite Aid”) has entered into an agreement to (1) acquire 100 percent of the common and preferred shares of the wholly-owned subsidiary, The