

Tab settings → → → ▼

RECEIVED  
SEP 23 1998

To the Honorable Commission

record the attached original documents or copy thereof.

Name and address of receiving party(ies):

1. Name of conveying party(ies):

100841036

Plastics, Inc.

Name: Prestige Plastics, Inc.

9-23-98

Internal Address: c/o Home Products Internatioanl, Inc.

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other

Street Address: 4501 West 47th Street

City: Chicago State: IL ZIP: 60632

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

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Minnesota
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from Assignment)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

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

Execution Date: September 8, 1998

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

(75/034759)

75,034,759

B. Trademark Registration No.(s)

See Attached Sheet

Additional numbers attached?  Yes  No

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

Name: Amy C. Scalise

Internal Address:

Much Shelist Freed Denenberg Ament & Rubenstein, P.C.

Street Address: 200 North LaSalle Street, Suite 2100

City: Chicago State: IL ZIP: 60601

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

28

7. Total fee (37 CFR 3.41):.....\$ \$1,120.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

REFUND. REF:  
1134825 9-28-98 DNGUYEN 64472  
TOTAL FUND. \$405.00

09/28/1998 DNGUYEN 00000215 75034759

DO NOT USE THIS SPACE

01 FC:481 40.00 DP  
02 FC:482 675.00 DP

9. Statement and signature.

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

James E. Winslow

Name of Person Signing

*James E. Winslow*

Signature

September 15, 1998

Date

Total number of pages including cover sheet, attachments, and document: 9

Schedule A

ANCHOR HOCKING PLASTICS

Schedule of Trademarks

TRADEMARK	COUNTRY	APP. NO.	REG. NO.	STATUS	OWNER	APP. DATE	REG. DATE	RENEWAL	CLS	GOODS
DIVIDED PLATE CONFIGURATION	U.S.A.	73/836048	1756275	G	PLASTICS	02NO1989	02MR1993	02MR2003	21	PLATES FOR USE IN STORING, HEATING AND SERVING FOOD FOR DOMESTIC USE
FREEZE HEAT & SERVE	U.S.A.	73/544454	1399047	G	ANCHOR	24JE1985	24JE1986	24JE2006	21	OVENWARE, NAMELY, BAKING DISHES
HI-HEAT	U.S.A.	73/454028	1330914	G	PLASTICS	23NO1983	16AP1985	16AP2005	21	PLASTIC CASSEROLES, PLASTIC PLATES, PLASTIC DISHES, AND PLASTIC COOKING SHELLS
HI-HEAT & DESIGN	U.S.A.	72/252413	838990	G	PLASTICS	15AU1966	21NO1967	21NO2007	21	PLASTIC TRAYS, PLASTIC DISHWARE, AND PLASTIC CUPS
JAREEN	U.S.A.	73/684613	1488511	G	NEWELL	17SE1987	17MY1988	17MY2008	21	PLASTIC CONTAINERS FOR DOMESTIC USE, CONSISTING OF JARS, BOWLS AND BEVERAGE DISPENSERS
JET LINER & DESIGN	U.S.A.	72/140585	743608	G	PLASTICS	23MR1962	15JA1963	15JA2003	21	PLASTIC DISHES
KLEAR FOR	U.S.A.	73/802885	1580141	G	NEWELL	26MY1989	30JA1990	30JA2000	21	BOTTLES, AND PLASTIC CONTAINERS FOR DOMESTIC AND INDUSTRIAL USE

**ANCHOR HOCKING PLASTICS**

**Schedule of Trademarks**

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KLEAR STOR	U.S.A.	73/802886	1580142	G	NEWELL	26MY1989	30JA1990	30JA2000	21	BOTTLES, AND PLASTIC CONTAINERS FOR DOMESTIC AND INDUSTRIAL USE
KOLOR STOR	U.S.A.	74/374251	1815940	G	NEWELL	30MR1993	11JA1994	11JA2004	21	ALL PURPOSE PORTABLE HOUSEHOLD CONTAINERS
LOGIX	U.S.A.	74/713068	1988568	G	PLASTICS	09AU1995	23JL1996	23JL2006	20	MERCHANDISING RACK SYSTEM FOR PLASTIC STORAGE CONTAINERS
MICROPROOF	U.S.A.	72/281391	861216	G	PLASTICS	28SE1967	03DE1968	03DE2008	21	PLASTIC DISHWARE USABLE IN A MICROWAVE OVEN AND USED FOR SERVING FOOD
MICROWARE	U.S.A.	72/385128	919320	G	PLASTICS	01MR1971	01AU1972	01AU2002	21	PLASTIC PLATES, BOWLS, AND BOWL COVERS
MICROWARE	U.S.A.	73/128299	1135775	G	ANCHOR	16MY1977	20NY1980	20MY2000	21	PLASTIC OVENWARE - NAMELY, ROASTING RACKS, BACON RACKS, MUFFIN PANS AND BAKING RINGS
MICROWARE	U.S.A.	73/137840	1148955	G	ANCHOR	17AU1977	24MR1981	24MR2001	21	PLASTIC OVENWARE - NAMELY, BAKING SHEETS
POP-TOP STORABLES	U.S.A.	73/778455	1590927	G	PLASTICS	02FE1989	10AP1990	10AP2000	21	FOOD STORAGE CONTAINERS

**ANCHOR HOCKING PLASTICS**

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PRESTIGE	U.S.A.	74/415103	1869822	G	PLASTICS	21JUL1993	27DE1994	27DE2004	21	PLASTICWARE; NAMELY, BOWLS, PITCHERS, PLATES, TRAYS AND BEVERAGEWARE
SCROLLMARE	U.S.A.	73/508411	1409462	G	ANCHOR	13NO1984	16SE1986	16SE2006	21	PLASTIC DINNERWARE
STOWAWAYS	U.S.A.	74/352346	1863234	G	PLASTICS	21JAL1993	15NO1994	15NO2004	21	PLASTIC STORAGE CONTAINERS FOR HOUSEHOLD OR KITCHEN USE
STOWAWAYS & DESIGN	U.S.A.	74/352345	1864740	G	PLASTICS	21JAL1993	29NO1994	29NO2004	21	PLASTIC STORAGE CONTAINERS FOR HOUSEHOLD OR KITCHEN USE
THE COMPLETE FOOD STORAGE SYSTEM	U.S.A.	74/352344	1835039	G	PLASTICS	21JAL1993	03MY1994	03MY2004	21	PLASTIC STORAGE CONTAINERS FOR HOUSEHOLD OR KITCHEN USE
THIRST PODZ	U.S.A.	75/034759		P	PLASTICS	19DE1995			21	PLASTIC BEVERAGE CONTAINERS
HI-HEAT	CANADA	315791	163445	G	PLASTICS	04SE1968	13JE1969	13JE1999	n/a	PLASTIC TRAYS, PLASTIC DISHWARE, PLASTIC CUPS, AND ASHTRAYS
HI-HEAT	CANADA	506454	289176	G	PLASTICS	05JUL1983	23MR1984	23MR1999	n/a	PLASTIC CASSEROLES, PLASTIC PLATES, PLASTIC DISHES, AND PLASTIC SHELLS

**ANCHOR HOCKING PLASTICS**

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TRADEMARK	COUNTRY	APP. NO.	REG. NO.	STATUS	OWNER	APP. DATE	REG. DATE	RENEWAL	CLS	GOODS
MICROWARE	CANADA	410287	231267	G	ANCHOR	03MY1977	22DE1978	22DE2008	n/a	PLASTIC OVENWARE, NAMELY, ROASTING RACKS, BACON RACKS, MUFFIN PANS AND BAKING RING.
POP-TOP STORABLES	CANADA	639310	375893	G	NEWELL CAN	25AUI1989	16NO1990	16NO2005	n/a	FOOD STORAGE CONTAINERS
SCROLLWARE	CANADA	536788	315527	G	ANCHOR	19FE1985	20JE1986	20JE2001	n/a	PLASTIC BEVERAGeware
SCROLLWARE	CANADA	627704	366026	G	ANCHOR	17MR1989	23FB1990	23FE2005	n/a	CHINA DINNERWARE, GLASS DINNERWARE, CERAMIC DINNERWARE AND PLASTIC DINNERWARE
STOWAWAYS	CANADA	733042	482272	G	ANCHOR	15JUL1993	09BE1997	09BE2012	n/a	PLASTIC STORAGE CONTAINERS, NAMELY HOUSEHOLD DOMESTIC LIDDED AND AIRTIGHT PLASTIC CONTAINERS IN DISSIMILAR SIZES NOT EXCEEDING THREE GALLONS IN VOLUME

**Abbreviations:**

G = Granted (registered)  
P = Filed status

- Owner Codes:
- PLASTICS = Plastics, Inc.
  - ANCHOR = Anchor Hocking Corporation
  - NEWELL = Newell Company
  - NEWELL CAN = Newell Industries Canada, Inc.

# **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This Intellectual Property Assignment Agreement ("**Assignment**") is made as of September 8, 1998 ("**Effective Date**"), between Plastics, Inc., a Delaware corporation ("**Assignor**") and Prestige Plastics, Inc. a Minnesota corporation ("**Assignee**"), pursuant to that certain Asset Purchase and Sale Agreement dated as of July 31, 1998, among the Assignor, Home Products International, Inc. ("**HPII**") and Newell Co. ("**Agreement**"). Subsequent to the execution of the Agreement, HPII assigned all of its right, title and interest in the Agreement to Assignee. Capitalized terms not defined herein shall have the meanings assigned thereto in the Agreement.

## **RECITALS**

- A.** Assignor is the owner of all right, title and interest in and to the United States federal trademark and service mark registrations and applications therefor listed in Schedule A (the "**Federal Marks**").
- B.** Assignor is the owner of all right, title and interest in and to the foreign trademark and service mark registrations and applications therefor listed in Schedule A (the "**Foreign Marks**").
- C.** Assignor is the owner of all right, title and interest in and to the United States patents and applications therefor listed in Schedule A, and all reissues, divisions, continuations, continuations-in-parts, extensions, and reexaminations thereof or thereof (collectively, the "**Federal Patents**").
- D.** Assignor is the owner of all right, title and interest in and to the foreign patents and utility models and applications therefor listed in Schedule A, and all reissues, divisions, continuations, continuations-in-parts, extensions, and reexaminations thereof or thereof (collectively, the "**Foreign Patents**").
- E.** Assignor is the owner of all right, title and interest in and to the United States Copyright Registrations listed in Schedule A, and all renewals thereof or thereof (collectively, the "**Copyrights**").
- F.** Pursuant to the Agreement, Assignor agreed to transfer to Assignee all of Assignor's right, title and interest to the Federal Marks, Foreign Marks, Federal Patents, Foreign Patents, and Copyrights (collectively, the "**Intellectual Property**").
- G.** Assignor now desires to transfer to Assignee all its rights, titles and interests in the Intellectual Property.

## **CLAUSES**

- 1. Consideration.** For good and valuable consideration, receipt and sufficiency of which Assignor specifically acknowledges, Assignor assigns, transfers and sells the Intellectual Property to Assignee.

2. **Grant of Rights to Intellectual Property.** Assignor grants, conveys, transfers, alienates and assigns to Assignee, for and throughout the world, Assignor's rights, titles and interests (legal, equitable, use and otherwise) in and to any and all: (i) the right to file and register the Intellectual Property in Assignee's name with any governmental authority; (ii) rights to record the transfers made under this Assignment in the United States Patent and Trademark Office and in any other public offices of any governmental authorities throughout the world; (iii) rights to sue for, collect and retain damages predicated on present or future infringements of the Intellectual Property, as well as all other claims and rights to damages associated with the Intellectual Property, whether predicated on past, present or future actions or omissions, and whether or not currently known or unknown; and (iv) all goodwill associated with the Intellectual Property.

3. **Further Instruments.** Assignor may execute, acknowledge and deliver to Assignee, such further instruments and documents which relate to the Intellectual Property as set forth in this Assignment as Assignee may reasonably request from time to time to facilitate registration of any such filings or to record the transfers made in this Assignment in any public office, or otherwise to give notice or evidence of Assignee's exclusive rights to the Intellectual Property and all claims or rights thereunder.

4. **No Retained Rights.** Assignor's assignment of the Intellectual Property to Assignee under this Assignment constitutes a complete, absolute and exclusive transfer of all rights (legal, equitable, use and otherwise) in the Intellectual Property, whether currently existing or arising or recognized in the future. Assignor does not reserve or retain any right, title or interest in the Intellectual Property. Assignor acknowledges and agrees that the Intellectual Property constitutes the sole and exclusive property of Assignee.

5. **Authorization.** Assignor represents and warrants that it has full power and authority: (i) to enter into this Assignment; (ii) to grant to Assignee all rights in and to the Intellectual Property; and (iii) to perform all of its obligations under this Assignment. Assignor further represents and warrants that it has taken all corporate actions necessary to authorize the preceding.

6. **Binding Effect.** This Assignment shall be binding upon and inure to the benefit of Assignee, its successors and assigns and Assignor and its permitted successors. This Assignment supersedes any prior understandings, written agreements or oral arrangements among the parties which concerns the subject matter of this Assignment. The terms of this Assignment shall govern if there is any conflict between this Assignment and any other written instrument which concerns or affects the subject matter of this Assignment.

7. **Complete Understanding.** This Assignment constitutes the complete understanding among the parties. No alteration or modification of any of this Assignment's provisions shall be valid unless made in a written instrument which both parties sign.

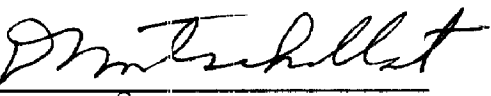
8. **Severability.** If a court of competent jurisdiction holds that any one or more of this Assignment's provisions are invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of this Assignment's other provisions, and this Assignment shall be construed as if it had never contained such invalid, illegal or unenforceable provisions.

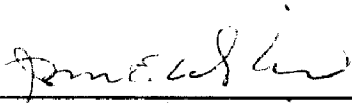
9. **Waiver.** A party's attempted waiver, consent or authorization of any kind, whether required pursuant to the terms of this Assignment or granted pursuant to any breach or default under this Assignment, shall not be effective or binding upon such party unless the same is in a written instrument which such party has signed. Any such waiver, consent or authorization will be valid solely to the extent specifically set forth in such written instrument. No failure or delay on the part of any party to this Assignment to exercise any right, remedy, power or privilege shall preclude or limit any other or further exercise of such right or the exercise of any other right, remedy, power or privilege with respect to the same or any other matter.

The parties have executed this Assignment as of the Effective Date.

**Plastics, Inc.,**  
a Delaware corporation

**Prestige, Plastics, Inc.,**  
a Minnesota corporation

By:   
Its: Vice President

By:   
Its: Executive Vice President