

08-01-2000

TRADEMARK



101419743
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

7.10.00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID#

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger

Change of Name

Other

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

08/01/2000 DNGUYEN 00000044 688578

01 FC:481
02 FC:482

40.00 DP
700.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="688578"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

James L. Vana
Name of Person Signing


Signature

7/6/00
Date Signed

SCHEDULE B-1

The following trademarks for non-stick, aluminum cookware in international class 21 are included in the Acquired Assets:

<u>Trademark</u>	<u>Registration/ Appl. Date</u>	<u>Registration/ Serial Number</u>	<u>Docket Number</u>	<u>Status</u>	<u>Country</u>
ACCENT	11/24/1959	688,578	7475	Issued	USA
ACCENT	02/26/1963	745,664	8292	Issued	USA
CHEF'S GALLERY	03/05/1996	1,961,082	12071	Issued	USA
CHEFS TOOLS	10/13/1998	2,196,793	13148	Issued	USA
CLUB	05/04/1965	788,937	0000	Issued	USA
CLUB & CONCENTRIC CIRCLES DES.	08/29/1972	941,834	11402	Issued	USA
CLUB CLASSIC	07/01/1980	1,137,420	0084A	Issued	USA
CLUB HOLIDAY (QUATREFOIL)	02/07/1956	620,684	12298	Issued	USA
CONCENTRIC CIRCLES DESIGN	06/27/1972	936,441	11410	Issued	USA
CORONATION	10/06/1987	1,460,090	0169	Issued	USA
GREAT DISHES	02/25/1997	2,041,505	12640	Issued	USA
HOLIDAY COLLECTION	01/20/1998	2,129,666	12074	Issued	USA
IMPERIAL DIAMOND	12/16/1997	2,122,412	12902	Issued	USA
KITCHEN PRIDE	06/09/1998	2,163,918	13052	Issued	USA
KITCHEN PRO	06/29/1993	1,779,693	11252	Issued	USA
LIFECOTE	11/11/1997	2,112,298	13050	Issued	USA
PRO CUISINE	11/16/1993	1,805,326	11325	Issued	USA
PRO GLIDE	07/18/1995	1,906,562	11524	Issued	USA
PROCOTE	04/19/1994	1,832,249	11540	Issued	USA
PROGLIDE	08/01/1995	1,908,516	11859	Issued	USA
PROTECH	09/27/1994	1,855,796	11690	Issued	USA
REFLECTIONS	11/05/1996	2,013,761	8563	Issued	USA
ROYAL DIAMOND	05/14/1996	1,974,033	11780	Issued	USA
STRATABASE	06/22/1993	1,778,385	11344	Issued	USA
STRATAGLAZE	12/26/1995	1,944,702	11964	Issued	USA
THE GREY TECH COLLECTION	07/09/1985	1,347,963	8638	Issued	USA
TO YOUR HEALTH	04/07/1998	2,149,491	13011	Issued	USA
TUFFCOTE	10/21/1997	2,107,393	13070	Issued	USA
VOGUE & DESIGN	05/22/1951	542,514	1112	Issued	USA

ASSIGNMENT OF TRADEMARK ASSETS

WHEREAS, Regal Ware, Inc., a Delaware corporation ("Seller"), and Newell Operating Company, a Delaware corporation ("Buyer") have entered into an Asset Purchase Agreement dated as of September 15, 1999 (the "Agreement"); and

WHEREAS, under the Agreement, Buyer agreed to purchase the Business (as that term is defined in the Agreement) of Seller; and

WHEREAS, Seller is the owner of all right, title and interest in and to various United States federal trademark and service mark registrations and applications therefor related to the Business (collectively, the "Federal Marks") listed in Schedule B-1; and

WHEREAS, Seller is the owner of all right, title and interest in and to various foreign trademark and service mark registrations and applications therefor related to the Business (collectively, the "Foreign Marks") listed in Schedule B-1; and

WHEREAS, to the best of its knowledge, Seller is the owner of all right, title and interest in and to various, trade dress, common law trademarks, service marks and tradenames, and other similar proprietary rights related principally to the Business (collectively, the "Common Law Assets"), excluding any trade dress, common law trademarks, service marks and tradenames, and other similar proprietary rights encompassed by, related to, or defined in the Trademark License Agreement of even date herewith between the parties; and

WHEREAS, Buyer is desirous of acquiring all of Seller's right, title and interest in and to the Federal Marks, Foreign Marks and the Common Law Assets (together, the "ASSETS"), and Seller has promised, in the Agreement, to cause the same to be assigned; and

NOW, THEREFORE, for the consideration set forth in the Agreement, and other valuable and legally sufficient consideration acknowledged by Seller to have been received in full:

1. Seller does hereby sell, convey, assign and transfer to Buyer all of its right, title and interest in, to and under all ASSETS, together with the goodwill of the business symbolized by such ASSETS, including the full right to sue for past, present or future infringement of such ASSETS, these rights to be held and enjoyed by Buyer as fully and entirely as the same would have been held and enjoyed by said Seller if this Assignment and sale had not been made.

2. Seller hereby covenants that it has full right to convey the entire interest herein assigned and agrees to execute any and all documents reasonably required to effect this Assignment.

3. Seller hereby covenants and agrees that it will cooperate with Buyer to effect the transfer contemplated hereby and Buyer's rights in the ASSETS. Seller's cooperation shall include prompt production of documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance relating to the ASSETS, including the registration, renewal and enforcement thereof, provided, however, that the expense incurred by Seller in providing such cooperation shall be promptly paid for by Buyer.

4. The terms and covenants of this Assignment shall inure to the benefit of Buyer, its successors and assigns and other legal representatives, and shall be binding upon Seller, its respective heirs, legal representatives and assigns.

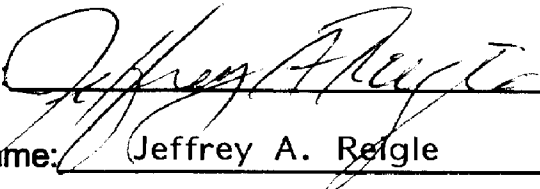
5. Seller hereby warrants and represents that it has not entered and will not enter into any assignment or license in conflict herewith.

6. Seller hereby requests that the appropriate patent, trademark or other government offices record this Assignment and issue a new certificate of registration in Buyer's name.

7. Nothing in this Assignment or any related Agreement shall be construed as either a sale or transfer of ownership of Seller's corporate name or formatives thereof.

IN TESTIMONY WHEREOF, Seller has executed this Assignment as of the date first written above.

REGAL WARE, INC.

By: 
Name: Jeffrey A. Reigle
Title: President & CEO

STATE OF WISCONSIN)
) SS:
COUNTY OF WASHINGTON)

On this 29th day of October, 1999, before me appeared Jeffrey A. Reigle, who, being by me duly sworn, did say that he/she is the President of Regal Ware, Inc., a corporation of the State of Delaware, and personally known to me to be the same person whose name is subscribed to the foregoing ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS ("Assignment"), and acknowledged to me that he/she signed and delivered the foregoing Assignment on behalf of and pursuant to authority from such corporation and that the foregoing Assignment was a free and voluntary act and deed.



Notary Public

My commission expires: PERMANENT