

09-13-2000

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



101455533

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

8-11-00

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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
102899

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
102899

Name **Spur U.S.A., Inc.**

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization **Delaware**

75405319

Receiving Party

Mark if additional names of receiving parties attached

Name **Newell Operating Company**

DBA/AKA/TA

Composed of

Address (line 1) **29 East Stephenson Street**

Address (line 2)

Address (line 3) **Freeport**

Illinois

61032

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization **Delaware**

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.)

FOR OFFICE USE ONLY

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01 FC:481
02 FC:482

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25.00 OP

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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)

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:

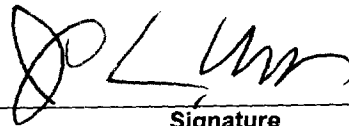
Yes

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.

Name of Person Signing



Signature

Date Signed

ASSIGNMENT OF TRADEMARKS

WHEREAS, Newell Operating Company, a Delaware Corporation ("Buyer"), McKechnie plc ("Seller"), a company registered in England, and Spur U.S.A., Inc., a Delaware corporation ("Assignor") have entered into an Asset Purchase Agreement dated as of October 29, 1999 (the "Agreement"); and

WHEREAS, under the Agreement, Buyer agreed to purchase substantially all of the assets pertaining to the Business (as such term is defined in the Agreement) of Assignor; and

WHEREAS, in conducting the Business, Assignor has acquired an interest in certain trademarks related to and used in the Business that are to be transferred to Assignee, as defined herein; and

WHEREAS, Assignor is the owner of all right, title and interest in and to certain United States federal trademark registrations and applications therefor pertaining to the Business (collectively, the "Federal Marks"), including, but not limited to, the federal registrations and applications listed in Schedule A; and

WHEREAS, to the best of its knowledge, Assignor 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 pertaining to the Business (collectively, the "Common Law Assets"), including, but not limited to the common law trademarks listed in Schedule A; and

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

WHEREAS, Buyer desires to have Assignor assign the ASSETS to Buyer's affiliate, Berol Corporation, a Delaware corporation ("Assignee");

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

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

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

Assignment of Trademarks

3. The Assignor hereby covenants and agrees that it will cooperate with the Assignee to enable the Assignee to enjoy, to the fullest extent, the right, title and interest herein conveyed. Assignor's cooperation shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance relating to the ASSETS, all to the extent deemed necessary or desirable by the Assignee for (a) the continued prosecution, if any, of the ASSETS, including any interference which may arise, and the making and prosecution of any other foreign or United States trademark application that the Assignee may elect to pursue stemming from the ASSETS, including any divisions, continuations, continuation-in-parts, substitutions or reissues, and including any interference which may arise during same; (b) participation in any legal or administrative proceedings involving the ASSETS, provided, however, that all expense incurred by Assignor in providing such cooperation shall be paid for by the Assignee; and (c) otherwise fully carrying out the terms of this Assignment.

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

5. The Assignor hereby warrants and represents that it has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

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

Assignment of Trademarks

IN TESTIMONY WHEREOF, Assignor has executed this Assignment this 28
day of October, 1999.

Spur U.S.A., Inc.

By James J. Koenig

Its: PRESIDENT

STATE OF)
) SS:
COUNTY OF)

On this 28 day of October, 1999, before me appeared
James J. Koenig, who, being by me duly sworn, did say that he/she is the
President of Spur U.S.A., 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 TRADEMARKS ("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.

TRUDY ANGEL PANKO
Notary Public, State of Ohio
My Commission Expires Dec. 5, 2003

Notary Public Trudy A. Panko
My commission expires: Dec 5, 2003

Assignment of Trademarks

SCHEDULE A
(1 Page)

Federal Trademarks

Trademark	Appl./Registration No.	Appl./Registration Date
TWIN TRAC	2,093,887	September 2, 1997
TWIN-TRACK	75-405,319	December 15, 1997

DOCID:2341824 10.25.00 (1/16)

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