

11-03-2000



RE 101505321  
COVER SHEET

TRADEMARKS ONLY

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

Submission Type

10-23-00

- 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  
12-28-1999

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year  
12-29-1999

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/AKA/TA

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

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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" value="1,858,381"/>	<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"/>	<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:

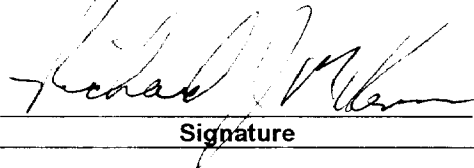
Yes

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.

Name of Person Signing



Signature

Date Signed

## ASSIGNMENT OF PATENT, TRADEMARK AND OTHER INTELLECTUAL PROPERTY RIGHTS

THIS ASSIGNMENT OF PATENT, TRADEMARK AND OTHER INTELLECTUAL PROPERTY RIGHTS is effective as of the 28<sup>th</sup> day of December, 1999, by and between Fiskars Inc., a Wisconsin corporation ("Fiskars") and Alterra Holdings Corporation, a Delaware corporation ("Alterra").

WHEREAS, Fiskars desires to transfer, assign and convey to Alterra all of its patent and trademark rights, and other intellectual property rights as hereinafter more particularly defined; and

WHEREAS, Alterra desires to acquire from Fiskars said patent, trademark and other intellectual property rights.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Fiskars assigns, transfers and conveys to Alterra the following intellectual property assets:

1. **Trademarks and Service Marks.** All right, title and interest in and to all Marks owned by Fiskars. As used herein, the term "Marks" shall mean and include: all registered and unregistered trademarks, service marks and trade and corporate names, along with all trademark and service mark registrations or applications therefor, including but not limited to the properties listed and identified in Schedule A hereto, and including all common law rights therein, and all rights of action for infringement of any such property accrued prior to the effective date hereof, as now possessed by Fiskars in any and all countries of the world or under any multinational treaties or conventions, together with the goodwill appurtenant to and represented and symbolized by such trademarks, service marks, trade names and corporate names.

2. **Patent Rights.** All right, title and interest of Fiskars in and to the Patent Rights owned by Fiskars. As used herein, the term "Patent Rights" shall mean and include: (i) all patents and applications for patents, including utility models, registered designs and design patents; (ii) all inventions disclosed and/or claimed in all of the foregoing patents and applications for patents and all other inventions; (iii) all rights to file patent applications, priority rights, utility models, patent ownership rights and patents that may in the future be granted on any of the foregoing inventions or applications for patents; and (iv) the rights to secure all renewals, reissues, continuations and continuations-in-part, patents of addition, divisions, extensions or the like of any of the foregoing patents, and all rights of action for infringement of any such property accrued prior to the effective date hereof, as now possessed by Fiskars in any and all countries of the world or under any multinational treaties or conventions, including but not limited to the patents, patent applications and inventions listed and identified in Schedule B hereto.

3. Other Intellectual Property Rights. All right, title and interest of Fiskars in and to Other Intellectual Property Rights owned by Fiskars. As used herein, the term "Other Intellectual Property Rights" shall mean and include all of the following: (i) all copyrights, registered or unregistered, in all works of authorship, published or unpublished, including all graphics standards manuals, product manuals, operating manuals, service manuals, parts manuals, catalogs, advertisements, promotional materials, computer programs and all copyright registrations and applications to register copyrights owned by Fiskars, and any rights to secure renewals thereof; and (ii) all trade secrets, confidential information, product specifications, blueprints, engineering drawings, designs, product sketches, customer lists, prospect lists, vendor lists, dealer lists, proprietary information and know-how, methods, processes, drawings, test data, formulations and all other intangible assets necessary for the production and sale of products and services manufactured and/or sold by Fiskars, and including all rights of action for infringement of any such property accrued prior to the effective date hereof.

4. Intellectual Property Contracts. Licenses granting any third party rights to use any Marks or Patent Rights or Other Intellectual Property Rights.

IN WITNESS WHEREOF, Fiskars has executed this Assignment and Alterra has accepted this Assignment, both by their duly authorized officers, as of the date and year first above written.

FISKARS INC.

By: Gerald J. Erickson  
Name: Gerald J. Erickson  
Title: Vice President

Accepted by:

ALTERRA HOLDINGS CORPORATION

By: Gerald J. Erickson  
Name: Gerald J. Erickson  
Title: Vice President

Subscribed and sworn to before me  
this 29 day of December, 1999

Karen M. Haak  
Notary Public

My commission expires:  
9-15-02

FISKARS INC. TRADEMARKS  
DECEMBER 29, 1999

Owner Desc -----	Trademark -----	Ctry ----	Curr App No -----	Status -----	Curr Reg No -----
FISKARS INC.	POWERGRIP	USA	74/337312	Registered	1858381