

01-23-2001

FORM PTO-1618A

Expires 06/30/99  
OMB 0651-0027



U.S. Department of Commerce  
Patent and Trademark Office

TRADEMARK

101590988

1-8-01

### 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

Effective Date  
Month Day Year

Change of Name

Other

#### 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

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" value="see attached"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="see attached"/>	<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.

Rachel S. Jozefacki  
Name of Person Signing

  
Signature

January 3, 2001  
Date Signed

## SCHEDULE A

FISKARS INC. TRADEMARKS  
DECEMBER 29, 1999

Owner Desc	Trademark	Ctry	Curr App No	Status	Curr Reg No
FISKARS INC.	ACCENTS	USA	75/040555	Registered	2145113
FISKARS INC.	AMERICAN PERENNIAL (STYLIZED)	USA	75/579766	Filed	
FISKARS INC.	AMERICAN ROSE	USA	75/485664	Filed	
FISKARS INC.	ARC EDGE	USA	399871	Registered	1283080
FISKARS INC.	ARGONAUT	USA	297875	Registered	1181882
FISKARS INC.	AUTO BOSS	USA	74/655937	Registered	1974845
FISKARS INC.	BALANCE PLUS	USA	380134	Registered	1255871
FISKARS INC.	BALDUNG	USA	501972	Registered	433565
FISKARS INC.	BHF	USA	73/640232	Registered	1478323
FISKARS INC.	BOOT BAG (STYLIZED)	USA	75/821453	Filed	
FISKARS INC.	BUCKET BUDDY	USA	73/826463	Registered	1600387
FISKARS INC.	BUCKET RECYCLER	USA	74/625386	Registered	1989621
FISKARS INC.	BUCKET SEAT	USA	74/477260	Registered	1927061
FISKARS INC.	BUCKET STACKER	USA	74/477258	Registered	1925058
FISKARS INC.	BUCKETEER	USA	74/233771	Registered	1728933
FISKARS INC.	BUCKETLESS BOSS	USA	74/667555	Registered	2100463
FISKARS INC.	BUSY BELT	USA	74/430270	Registered	1932506
FISKARS INC.	CANVAS TOOL BOX	USA	74/477256	Registered	1876656
FISKARS INC.	CAROLINA KNIFE & TOOL & DESIGN	USA	75/398,109	Docketed	
FISKARS INC.	CARRY THE BEST CARRY THE BOSS	USA	74/666959	Registered	1988272
FISKARS INC.	CERTIFIED AMERICAN TRADESMEN F	USA	74/663258	Registered	2096327
FISKARS INC.	CHUTES	USA	74/411468	Registered	1856553
FISKARS INC.	COMFORT REACH	USA	75/709617	Filed	
FISKARS INC.	CONTRACTOR STRENGTH LIFETIME W	USA	74/263735	Registered	1851801
FISKARS INC.	CONTRACTOR'S BRIEFCASE	USA	74/491394	Registered	1962513
FISKARS INC.	COOL TOOL	USA	75/040245	Registered	2022089
FISKARS INC.	COVERT	USA	75/300683	Registered	2211827
FISKARS INC.	CREATIVE WORKS	USA	74/168398	Registered	1711224
FISKARS INC.	CUT WORKS	USA	74/726796	Registered	2079974
FISKARS INC.	DANDY THE LION	USA	74/705232	Registered	2035004
FISKARS INC.	DESK WORKS	USA	74/726654	Registered	2126035
FISKARS INC.	DUCK WEAR	USA	74/477488	Registered	1953797
FISKARS INC.	DULUTH TRADING COMPANY	USA	74/444501	Registered	1990493

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DECEMBER 29, 1999

Owner Desc	Trademark	CCry	Curr App No	Status	Curr Reg No
FISKARS INC.	ESCORT	USA	350338	Registered	1220615
FISKARS INC.	EVERYDAY COMFORT	USA	75/579769	Filed	
FISKARS INC.	EXCALIBUR	USA	75/006096	Registered	2072669
FISKARS INC.	EXCALIBUR (STYLIZED)	USA	501971	Registered	439334
FISKARS INC.	FASHION ACCENTS	USA	74/154055	Registered	1702614
FISKARS INC.	FLORAL MATES	USA	72/283929	Registered	856683
FISKARS INC.	FUN MAKER	USA	75/006093	Registered	2051586
FISKARS INC.	GARDEN COMFORT (STYLIZED)	USA	75/579767	Filed	
FISKARS INC.	GARDEN GEAR	USA	75/475078	Filed	
FISKARS INC.	GARDEN-RITE	USA	74/485837	Registered	2186094
FISKARS INC.	GATE MOUTH	USA	75/375323	Registered	2270291
FISKARS INC.	GATEMOUTH GUNNER	USA	75/374005	Filed	
FISKARS INC.	GATOR	USA	74/166731	Registered	1694026
FISKARS INC.	GATOR BLADES	USA	74/442473	Registered	1962243
FISKARS INC.	GATOR MATE	USA	74/194290	Registered	1779494
FISKARS INC.	GATOR SERRATER	USA	74/166732	Registered	1752255
FISKARS INC.	GERBER	USA	74/189617	Registered	1745540
FISKARS INC.	GERBER	USA	75/514363	Registered	2279229
FISKARS INC.	GERBER	USA	501970	Registered	512677
FISKARS INC.	GERBER GEAR & DESIGN	USA	75/664389	Filed	
FISKARS INC.	GERBER INTERNATIONAL & DESIGN	USA	75/754331	Filed	
FISKARS INC.	GERBER LEGENDARY BLADES & DESI	USA	74/203799	Registered	1732521
FISKARS INC.	GLOPLUG	USA	75/647208	Filed	
FISKARS INC.	GRAND COMFORT	USA	75/579768	Filed	
FISKARS INC.	GUARDIAN	USA	263221	Registered	1166181
FISKARS INC.	GUARDIAN BACK-UP	USA	74/214897	Registered	1783235
FISKARS INC.	HANDY BELT	USA	74/430271	Registered	1868076
FISKARS INC.	HANDYBOSS	USA	74/233769	Registered	1801891
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FISKARS INC.	HARVEST GEAR	USA	75/553570	Filed	
FISKARS INC.	HEALTHY PLANTS HEALTHY PLANET	USA	74/215793	Registered	1750713
FISKARS INC.	HOME BOSS	USA	74/656044	Registered	1972689
FISKARS INC.	HOMEWORKS	USA	74/679382	Registered	2114492
FISKARS INC.	INNOVATIVE PRODUCTS FOR CREATI	USA	74/629113	Registered	2211349
FISKARS INC.	JOB BOSS	USA	74/303185	Registered	1857184
FISKARS INC.	JOB TOUGH JOB SMART 35	USA	74/666958	Registered	2017009

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DECEMBER 29, 1999

Owner Desc	Trademark	Ctry	Curr App No	Status	Curr Reg No
FISKARS INC.	KEYSTYLE	USA	75/568280	Filed	
FISKARS INC.	KNEE KEEPER	USA	74/461939	Registered	1918757
FISKARS INC.	L.S.T.	USA	249539	Registered	1167016
FISKARS INC.	LIARS SUSPENDERS	USA	74/477257	Registered	1872587
FISKARS INC.	LMF.	USA	73/650908	Registered	1444306
FISKARS INC.	M.P.T.	USA	74/641492	Registered	2057997
<del>FISKARS INC.</del>	<del>NEED ROLLER (ON BRASS)</del>	<del>USA</del>	<del>74/686024</del>	<del>Registered</del>	<del>1974422</del>
FISKARS INC.	MICRO-TIP	USA	74/686024	Registered	1974422
FISKARS INC.	MICRO-TIP	USA	74/682637	Registered	1990572
FISKARS INC.	MIGHTY BOSS	USA	74/444414	Registered	1955293
FISKARS INC.	MIGHTYLITES	USA	74/408423	Registered	1830441
FISKARS INC.	MIMING	USA	534622	Registered	510568
FISKARS INC.	MINUTE TABLE	USA	75/219585	Registered	2130364
FISKARS INC.	MORAY	USA	297874	Registered	1181881
FISKARS INC.	MULTI-LITE	USA	75/308062	Registered	2215415
FISKARS INC.	MULTI-LOCK	USA	75/186195	Registered	2198914
FISKARS INC.	MULTI-PLIER	USA	74/801220	Registered	1809920
FISKARS INC.	MULTI-PLIER	USA	74/728182	Registered	1999707
FISKARS INC.	NETWORK-GRADE	USA	74/430589	Registered	1886775
FISKARS INC.	NEWPOINT & DESIGN	USA	74/531066	Registered	1914664
FISKARS INC.	NITEBUG	USA	75/647283	Filed	
FISKARS INC.	NOMAD	USA	75/055295	Registered	2234593
FISKARS INC.	NYGLASS	USA	75/007724	Registered	2003133
FISKARS INC.	NYGLASS	USA	74/641490	Registered	2044560
FISKARS INC.	OFFICE ACCENTS	USA	74/685198	Registered	1976548
FISKARS INC.	OFFICE-GRADE	USA	74/430598	Registered	1890715
FISKARS INC.	OUTSIDER	USA	74/477259	Registered	1914565
FISKARS INC.	OXFORD GARDEN	USA	74/729137	Registered	2151167
FISKARS INC.	PAINTER'S PARTNER	USA	74/477484	Registered	1923334
FISKARS INC.	PARABELLUM	USA	73/650760	Registered	1444305
FISKARS INC.	PARACHUTE BAG	USA	74/301641	Registered	1774052
FISKARS INC.	PATRIOT	USA	74/136478	Registered	1696800
FISKARS INC.	PHONE DIRECTOR	USA	75/222554	Registered	2137000
FISKARS INC.	PLAYWORKS	USA	75/075416	Registered	2133185
<del>FISKARS INC.</del>	<del>POWER AXE</del>	<del>USA</del>	<del>74/572670</del>	<del>Registered</del>	<del>2003524</del>
FISKARS INC.	POWER AXE	USA	74/572670	Registered	2003524

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Owner Desc	Trademark	Ctry	Curr App No	Status	Curr Reg No
FISKARS INC.	POWER BLOCKER (STYLIZED)	USA	74/662925	Registered	1980637
FISKARS INC.	POWER DIGGER	USA	74/300523	Registered	1820451
FISKARS INC.	POWER DIRECTOR	USA	73/515471	Registered	1385017
FISKARS INC.	POWER LEVER PRO	USA	75/094885	Registered	2050797
FISKARS INC.	POWER PAD	USA	74/408582	Registered	1921556
FISKARS INC.	POWER SENTRY	USA	74/493880	Registered	2007357
FISKARS INC.	POWER TOOTH	USA	75/504007	Filed	
FISKARS INC.	POWER-LEVER	USA	171057	Registered	777788
FISKARS INC.	POWER-STROKE	USA	75/093519	Registered	2211437
FISKARS INC.	POWERGEAR	USA	75/412743	Registered	2230506
FISKARS INC.	POWERGRIP	USA	73/729507	Registered	1548006
FISKARS INC.	PRO PAD	USA	74/408421	Registered	1901357
FISKARS INC.	PRUNETTE	USA	72/410785	Registered	959776
FISKARS INC.	PRUNING STIK	USA	75/492056	Filed	
FISKARS INC.	QUICK STRIP	USA	74/273576	Registered	1887917
FISKARS INC.	QUICKSTRIP & DESIGN	USA	74/509067	Registered	1988939
FISKARS INC.	REBURGE	USA	74/418570	Registered	1920749
FISKARS INC.	RIGGER'S BAG	USA	74/302947	Registered	1794508
FISKARS INC.	RIVER RUNNER	USA	75/126488	Registered	2131255
FISKARS INC.	ROADKILL	USA	74/656045	Registered	2138113
FISKARS INC.	ROLLSHARPI & DESIGN	USA	74/293575	Registered	1752260
FISKARS INC.	SATELLITE SMART	USA	75/044531	Registered	2030090
FISKARS INC.	SATELLITE SURGE	USA	75/050929	Registered	2068128
FISKARS INC.	SCHOOLWORKS	USA	75/006801	Registered	2082269
FISKARS INC.	SECURESOFT	USA	75/013502	Registered	2020620
FISKARS INC.	SHAR FAK	USA	442555	Registered	1288702
FISKARS INC.	SHORTCUT	USA	73/170621	Registered	1153691
FISKARS INC.	SILVER KNIGHT	USA	73/137528	Registered	1088037
FISKARS INC.	SMARTCARTON	USA	74/702595	Registered	1998157
FISKARS INC.	SHICKERSNEE	USA	557602	Registered	544200
FISKARS INC.	SNUBBY (STYLIZED)	USA	272626	Registered	1190472
FISKARS INC.	SOFT SIDER	USA	74/430265	Registered	1849791
FISKARS INC.	SOFT-SHELL	USA	74/503924	Registered	1934770

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FISKARS INC.	SOFTGRIP	USA	75/161962	Registered	2085961
FISKARS INC.	SOFTGRIP	USA	74/576545	Registered	1952035
FISKARS INC.	SOFTOUCH	USA	74/284946	Registered	1748172
FISKARS INC.	SOFTOUCH	USA	74/419700	Registered	1975162
<del>FISKARS INC.</del>	<del>SPRINKLE BLOWER (28) DESIGN</del>	<del>USA</del>	<del>75/161962</del>	<del>Registered</del>	<del>2085961</del>
FISKARS INC.	SPLAT GEAR & DESIGN	USA	75/678763	Filed	
<del>FISKARS INC.</del>	<del>STAIN RESISTANT (2) DESIGN</del>	<del>USA</del>	<del>75/161962</del>	<del>Registered</del>	<del>2085961</del>
<del>FISKARS INC.</del>	<del>STREAMLINE ROLLER (28) DESIGN</del>	<del>USA</del>	<del>75/161962</del>	<del>Registered</del>	<del>2085961</del>
FISKARS INC.	SURGE MANAGER	USA	75/150709	Registered	2220763
FISKARS INC.	SURGE SAFE	USA	74/626312	Registered	1947777
FISKARS INC.	SURGE SECURE	USA	75/150823	Registered	2085849
FISKARS INC.	SWITCHER 2000 PLUS (STYLIZED)	USA	75/147150	Registered	2216841
FISKARS INC.	SYROCO	USA	73/033340	Registered	1021553
FISKARS INC.	SYROCO & (S) DESIGN	USA	72/175620	Registered	769143
FISKARS INC.	SYROCO & (S) DESIGN	USA	72/175621	Registered	769768
FISKARS INC.	SYROCO (STYLIZED)	USA	71/487289	Registered	422195
FISKARS INC.	SYROCO (STYLIZED)	USA	71/487292	Registered	426532
FISKARS INC.	SYROCO (STYLIZED)	USA	71/661514	Registered	598176
FISKARS INC.	SYROCO COMFORT ZONE (STYLIZED)	USA	75/579765	Filed	
FISKARS INC.	SYROCO FURNITURE COMFORT ZONE	USA	75/599683	Filed	
FISKARS INC.	SYROCOSAURUS	USA	74/513643	Registered	1889920
FISKARS INC.	TECHLAND	USA	75/377512	Filed	
FISKARS INC.	TERRAGLAZE	USA	75/592916	Filed	
FISKARS INC.	THE #1 "MUST HAVE" COMPUTER AC	USA	75/120407	Registered	2181736
FISKARS INC.	THEATRE DIRECTOR	USA	75/241205	Registered	2186775
FISKARS INC.	THEATRE GUARD	USA	75/293037	Registered	2279800
FISKARS INC.	THEATRE HUB	USA	75/241728	Registered	2186776
FISKARS INC.	TOUCHE (STYLIZED)	USA	316669	Registered	1215960
FISKARS INC.	ULTRA (STYLIZED)	USA	74/633201	Filed	
FISKARS INC.	WALLACE	USA	72/052256	Registered	683980
FISKARS INC.	WARREN	USA	73/348752	Registered	1275884
FISKARS INC.	WEBSTER'S FOR EVERYONE DICTION	USA	74/320599	Registered	1810035

## 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