

07-18-2001



To the Honorable Commissioner of Patents and Trademarks

or copy thereof.

101781711

1. Name of conveying party(ies): Gardinia Decorations, Inc.

Receiving party(ies):

- Individual(s)
- General Partnership
- Corporation-State
- Other German Limited Liability Company
- Association
- Limited Partnership

Name: Berol Corporation

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

Internal Address: _____

Street Address: 29 East Stephenson St.

City Freeport State Illinois ZIP 61032

7-1201

3. Nature of Conveyance:

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

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State Delaware

Other _____

Execution Date: June 7, 1999

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No(s)

B. Trademark Registration No.(s)
1,043,944

Additional numbers attached? Yes No

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

Name: John F. Hoffman

Internal Address: Baker & Daniels

Suite 800

Street Address: 111 E. Wayne Street

City Fort Wayne

State Indiana

ZIP 46802

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41):.....\$ 40.00

Enclosed (Check # 053010)

Authorized to be charged to deposit account (any additional fees)

8. Deposit account number:
02-0385 Baker & Daniels (any additional fees)

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

John F. Hoffman
Name of Person Signing

[Signature]
Signature

July 9, 2001
Date

Total number of pages: 9

OMB No. 0651-0011 (exp 4/94)

07/17/2001 BYRNE 00000132 1043944
01 FC:481 40.00 DP

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231 and to the Office of Management and Budget, Paperwork Reduction Project. (0651-0011), Washington, D.C. 20503

TRADEMARK
REEL: 002330 FRAME: 0327

Assignment Agreement

between

GARDINIA Decoration GmbH, represented by its Managing Director, Mr. Dale L. Matschullat, with business address at Neutrauchburger Str. 20, 88316 Isny, Germany,

- hereinafter referred to as "the Assignor" -

and

Berol Corporation, represented by its Vice President, Mr. Dale L. Matschullat, with business address at 29 East Stephenson St., Freeport, IL 61032, USA,

- hereinafter referred to as "the Assignee" -

Preamble

The previous limited partners of GARDINIA Vorhangschienenfabrik Wälder & Co. GmbH & Co. KG (local court Ravensburg, HRA 674-W) (hereinafter referred to as "GARDINIA V") and GARDINIA SB Vertriebs- und Produktionsgesellschaft Wälder & Co. KG (local court Ravensburg, HRA 734-W) (hereinafter referred to as "GARDINIA SB") have transferred all their limited partners' interests in the partnerships to JFP Einundvierzigste Vermögensverwaltungsgesellschaft mbH by means of the purchase and assignment agreement of June 30, 1998.

Following this transfer, the general partners of both partnerships withdrew from the partnerships, and as a consequence of this withdrawal, the partnerships were dissolved without liquidation proceedings, all its assets accruing to its sole limited partner JFP Einundvierzigste Vermögensverwaltungsgesellschaft mbH.

By means of the shareholders' resolution of August 4, 1998 the firm name of JFP Ein- und vierzigste Vermögensverwaltungsgesellschaft mbH was changed to GARDINIA Decoration GmbH, the Assignor.

The Assignor is the owner of and entitled to exploit various international and national trademarks which, partly, are still registered for GARDINIA V and GARDINIA SB.

The Assignee which is a holding company for ownership and administration of intellectual property rights, currently holds the title to the foreign and domestic intellectual property rights for the Newell Office Products, Rolodex and Eldon divisions of the Newell Rubbermaid companies group.

§ 1 Assignment

- (1) The Assignor hereby assigns all rights in the following trademark registrations, trademark applications, and trademarks (hereinafter referred to as "Contractual Trademarks"), along with the right to sue for past infringement of the Contractual Trademarks to the Assignee who accepts this transfer:

Registered Trademarks

Country	Registration No.	Application Date	Title
Austria	33485	29/11/1955	GARDINIA
Austria	164 646	05/12/1995	GARDINIA
Bulgaria	20776	07/05/1992	GARDINIA
Canada	225 033	08/10/1976	GARDINIA
Canada	310 965	19/06/1984	GARDINIA
China	1176804	03/04/1997	GARDINIA (class 24)
China	1182230	03/04/1997	GARDINIA
China	120 6857	03/04/1997	GARDINIA
China	1175407	03/04/1997	GARDINIA (class 6)
Croatia	Z920116	03/06/1992	GARDINIA
Czech Republic	175 131	23/06/1992	GARDINIA

European Union	000019224	01/04/1996	GARDINIA
France	1 412 176	05/06/1967	Gardinia
Germany	649 034	28/08/1952	'Gardinia'
Germany	652 842	28/08/1952	<illustrated sign>
Germany	901 296	12/11/1971	GARDINIA
Germany	990 152 Wz	21/08/1978	GARDINIA
Germany	1 005 269	08/05/1979	GARDINIA
Great Britain	1 009 361	07/04/1973	GARDINIA
Great Britain	1166472	15/12/1981	'GARDINIA' (class 6)
Great Britain	1166473	15/12/1981	'GARDINIA' (class 19)
Great Britain	1166474	15/12/1981	'GARDINIA' (class 20)
Great Britain	1166475	15/12/1981	'GARDINIA' (class 2)
Great Britain	1166476	15/12/1981	'GARDINIA' (class 24)
Hungary	136 041	03/06/1992	GARDINIA
Japan	4213735	22/12/1995	GARDINIA (class 20)
Japan	4054235	22/12/1995	GARDINIA (class 24)
Japan	4225230	13/07/1998	GARDINIA (class 19)
Poland	78496	19/05/1992	GARDINIA
Romania	22992	10/09/1992	GARDINIA
Slovenia	9270108	29/04/1992	GARDINIA
Turkey	178650	18/03/1996	GARDINIA
USA	1 043 944	06/12/1973	GARDINIA
USA	1,456,008	18/10/1985	GARDINIA

Germany	948 787	05/08/1975	GARDINIA-FORM
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France	1 569 586	02/01/1980	GARDECO
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Germany	1 015 079 Wz	01/04/1980	GARDICOR
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Germany	1 053 860	22/10/1981	GARDILUX
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Czech Republic	210 998	03/12/1996	ALUGARD
European Union	000270280	21/05/1996	Alugard
France	1 716 475	28/09/1981	ALUGARD
Germany	1 050 238	28/09/1982	ALUGARD
Great Britain	1 382 415	02/05/1989	ALU-Gard
Hungary	153 747	28/10/1996	Alugard
Switzerland	325 949	26/11/1981	ALU-GARD

Germany	2 092 323	23/04/1994	Atrium
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Germany	2 096 714	21/04/1994	Architectura
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Trademark Applications

Brazil	819568279	23/10/1996	GARDINIA (class 8)
Brazil	819568287	23/10/1996	GARDINIA (class 19)
Brazil	819568295	23/10/1996	GARDINIA (class 27)
Russia	159984	05/06/1992	GARDINIA
South Africa	09614032	02/10/1996	GARDINIA (class 20)
South Africa	UE	02/10/1996	GARDINIA (class 24)
Ukraine	94 041 713/T	29/04/1994	GARDINIA
Republic of Be- larus	962103	30/12/1996	GARDINIA

Poland	163884	05/09/1996	ALUGARD
Slovak Republic	POZ-3324-96	10/12/1996	ALUGARD

- (2) The Assignor hereby assigns, transfers and conveys the goodwill of the business symbolized by and associated with the Contractual Trademarks used in the United States, Kroatia, Russia, the Czech Republic and the Slovak Republic to the Assignee who accepts this transfer.
- (3) As far as under the laws of the respective countries, the assignment of the Contractual Trademarks may require a certain form, the contractual parties will conclude a separate agreement observing this form.
- (4) As far as the assignment of the Contractual Trademarks may not be possible under the laws of the respective countries, the Assignor will grant an exclusive or, in case the granting of an exclusive license will also not be possible, a non-exclusive license to use the trademarks concerned to the Assignee. Any royalties due in this respect shall be paid up by the consideration as stipulated in § 2.

§ 2

Consideration

The consideration to be paid by the Assignee for the assignment of the Contractual Trademarks and, where expressly transferred, the goodwill associated therewith, amounts to DM 30,454,269.31 and shall become due and payable on the date of the signature of this Agreement.

§ 3

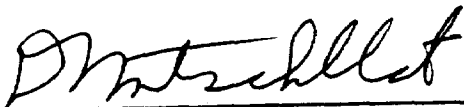
Registration

The Assignor agrees to make all declarations and to provide all documents required for the Assignee's registration as new owner of the Contractual Trademarks. The Assignor shall assume all costs related with this registration.

§ 4
General Provisions

- (1) Supplementary agreements to this Agreement have not been made. Changes or additions must be in writing to be effective. This also applies to a change or addition to this requirement of written form.
- (2) This Agreement will be governed by and construed in accordance with the laws of the Federal Republic of Germany.
- (3) Any disputes arising out of or in connection with this Agreement shall be subject to the jurisdiction of the courts of Frankfurt am Main, Germany.

Rockford, Illinois, USA, this 7th day of June 1999



Dale L. Matschullat
GARDINIA Decoration GmbH



Dale L. Matschullat
Berol Corporation

CERTIFICATE OF THE SECRETARY

of

Berol Coproration

I, the undersigned, certify that I am the duly appointed Secretary of Newell Investments, Inc. (the "Company"), that I am charged with keeping the corporate records and minutes of the Company and that I am authorized to execute and deliver this certificate on behalf of the Company.

I, furthermore, certify that

Berol Corporation

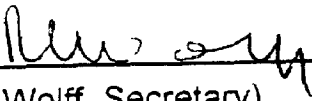
is a corporation under the laws of

the State of Delaware,

and that the Company is duly incorporated and in good standing.

I furthermore certify that Dale L. Matschullat, who signed the Assignment Agreement dated 7 June 1999 is an elected Vice President of the Company and, therefore, is authorized to act alone on behalf of the the Company. He is authorized to carry out, on behalf of the Company, transactions with himself acting in his own name or as representative of a third party. This also applies in the case of possible conflicts of interests.

Rockford, Illinois, USA, this 7th day of June 1999



(Richard H. Wolff, Secretary)

Authentication of Signature

Herewith I authenticate the signatures above of

Mr. Dale L. Matschullat, with business address at 29 East Stephenson St.,
Freeport, IL 61032, USA

- personally known -

and

Mr. Richard H. Wolff, with business address at 6833 Stalter Drive, Suite 101,
Rockford, IL 61108, USA,

- personally known -

executed before me.

This 7th day of June 1999

Joan L. Bradford
Notary Public

