

01-15-2002

FORM PTO-1594  
COMMERCE

HEET

U.S. DEPARTMENT OF

(7/97)

01-9.2

101947374

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please Record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Newell Operating Company

Entity: Delaware Corporation

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

## 2. Name and address of receiving party(ies):

Name: Anchor Hocking Inc.Address: 29 E. Stephenson StreetFreeport, Illinois 61032Entity: Delaware CorporationIf assignee is not domiciled in the United States, an appointment of domestic representative is attached: ☐ Yes ☒ NoAdditional name(s) & address(es) attached: ☐ Yes ☒ No

## 3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Date: July 26, 2001

## 4. Application or Registration number(s):

A. Trademark Application No.(s)

75/886,427

B: Trademark Registration No.(s)

(See attachment)

Additional numbers attached? ☒ Yes ☐ No

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

SCHIFF HARDIN &amp; WAITE

Attn: Trademark Department

P.O. Box 06079

Chicago, IL 60606-0079

Att. Ref. No(s): 10808-0859

AHMED1 00000437 75886427

40.00 DP  
150.00 DP

## 6. Total number of trademark applications and registrations involved:

77. Total Fee (37 CFR 3.41) ..... \$ 190.00☒ Enclosed☒ Any additional fees or credits are authorized to be charged to deposit account.

## 8. Deposit Account Number:

19-040901/14/2002 AHMED1  
01 CC:481  
02 FC:482

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.*

Chris L. Bollinger

Name of Person Signing

Signature

November 30, 2001

Date

Total number of pages including cover sheet, attachments and document: 7

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

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

**TRADEMARK**  
**REEL: 002424 FRAME: 0075**

**ATTACHMENT**

<b><u>Mark</u></b>	<b><u>App./Reg. No.</u></b>
AMERICA'S #1 CHOICE FOR GLASSWARE	2,260,099
EQUATHERM	2,212,927
OVATIONS	2,235,116
SHAPE CHANGE PROGRAM	2,303,707
SURE-GUARD	2,289,581
TAKE-OUTS	2,286,647

DOCS1:398162

## **ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS**

WHEREAS, Newell Rubbermaid, Inc., a Delaware corporation ("Parent"), and Libbey Inc., a Delaware corporation ("Purchaser"), among others, have entered into a Stock Purchase Agreement dated as of June 17, 2001 (the "Agreement"); and

WHEREAS, under the Agreement, Parent agreed to cause its subsidiary Newell Operating Company, a Delaware corporation ("Assignor") to convey to Anchor Hocking Inc. (f/k/a Menagerie Corporation), a Delaware corporation ("Assignee"), all right, title and interest in and to the Seller Assets (as that term is defined in the Agreement); and

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark and service mark registrations and applications therefor listed in Schedule A that comprise part of the Seller Assets (collectively, the "Trademarks"); and

WHEREAS, Assignor owns all right, title and interest in and to the patents and design patents and applications therefor listed in Schedule A hereto that comprise part of the Seller Assets, and all reissues, divisions, continuations, continuations-in-parts, extensions, and reexaminations thereof or thereon (hereinafter, collectively, the "Patents"); and

WHEREAS, Assignor is the owner of certain right, title and interest in and to various copyrights, trade dress, know-how, trade secrets, common law trademarks, service marks and tradenames, and other similar proprietary rights that comprise part of the Seller Assets (collectively, the "Common Law Assets"); and

WHEREAS, Assignor has agreed to transfer all of its right, title and interest, if any, in the expired, cancelled or abandoned trademark and service mark registrations and applications therefor listed in Schedule A that comprise part of the Seller Assets (the "Expired Trademarks"); and

WHEREAS, Assignee is desirous of acquiring all of Assignor's right, title and interest in and to all Trademarks, Patents and the Common Law Assets and all of Assignor's right, title and interest, if any, in the Expired Trademarks (collectively, the "ASSETS"), and Assignor 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 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 agrees to execute any and all documents reasonably required to effect this Assignment.

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 patent or 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 the 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN TESTIMONY WHEREOF, the Parties have executed this Assignment.

**NEWELL OPERATING COMPANY**

By: Andrea L. Horne

Name: Andrea L. Horne

Title: Vice President – Corporate Development

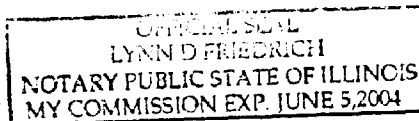
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this 26th day of July, 2001, Andrea L. Horne, being personally known to me, appeared before me, a Notary Public in and for the County and State aforesaid, and being first duly sworn, said and acknowledged that, as such officer, he/she signed and delivered the foregoing instrument as the free and voluntary act of said corporation, all pursuant to authority given by the Board of Directors of said corporation.

**SUBSCRIBED and SWORN TO**

before me this 26th day of July, 2001

Lynn D. Friedrich  
Notary Public



**ANCHOR HOCKING INC.**

By: Andrea L. Horne

Name: Andrea L. Horne

Title: Vice President – Corporate Development

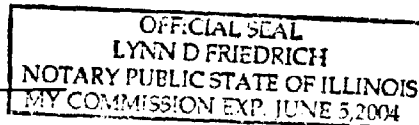
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**SUBSCRIBED and SWORN TO**

before me this 26th day of July 2001

Lynn D. Friedrich  
Notary Public



**SCHEDULE A**

( 2 Pages)

**A. Patents**

Title	Country	Patent No.	Filed
Method and Apparatus for Shipping Knobbed Glass Cookware Covers	United States	5647284	05/09/95
Stackable Glass Tumblers	United States	6065603	01/08/99

**B. Trademarks**

Mark	Country	Reg. No.	Appin. No.	App. Date
Ovations	Venezuela		22244/97	10/31/97
Ovations	Argentina	1726446	2111609	10/30/97
Ovations	Australia	747547	747547	10/31/97
Ovations	Brazil	8203449852	820349852	10/31/97
Ovations	Chile	512825	395534	10/31/97
Ovations	Colombia	212200	97-063913	10/30/97
Ovations	Japan	4307740	173275/1997	10/31/97
Ovations	South Korea	431802	50949/1997	10/31/97
Ovations	Malaysia		97/21276	02/11/98
Ovations	Mexico	575390	312769	10/31/97
Ovations	Philippines		00126228	11/03/97
Ovations	South Africa		97/16677	10/31/97
Ovations	Turkey	193376	16450	11/03/97
Sure-Guard	Germany	39839836	39839836.4	07/16/98
Sure-Guard	Spain	2177000	2177000	07/27/98
Sure-Guard	Italy		M198C007859	07/31/98
Sure-Guard	France	98742221	98742221	07/17/98
Sure-Guard	Great Britain	2171215	2171215	07/03/98
Ovations	France	98741384	98741384	07/10/98
Ovations	Germany	39839835	39839835.6	07/16/98
Ovations	Italy	—	M198C007860	07/31/98
Ovations	Spain	2173613	2173613	07/09/98
Ovations	Great Britain	—	2171211	07/03/98
Anchor Logo	Great Britain	1101985	1101985	09/26/78
Shape Change Program	United States	2303707	75/501325	06/12/98
Ovations	Canada	503927	860103	10/29/97
Ovations	United States	2235116	75/285243	05/02/97
America's #1 Choice for Glassware	United States	2260099	75/390328	11/14/97
Equatherm	United States	2212927	75/390484	11/14/97
Value-Pack	United States	—	75/452,045	03/16/98
Equatherm	Canada	526214	874089	04/01/98
Equatherm	Mexico	590982	332424	05/13/98

Mark	Country	Reg. No.	Appln. No.	App. Date
Take-Outs	United States	228647	75/449566	03/13/98
Sure-Guard	United States	2289581	75/449475	03/13/98
America's #1 Choice for Glassware	Canada	520296	874091	04/01/98
America's #1 Choice for Glassware	Mexico	593787	332541	05/14/98
Anchor Hocking Company & Design	United States	—	75/886427	01/04/00

### C. Expired Trademarks

Mark	Country	Reg. No.	Appln. No.	App. Date
OVATIONS	Great Britain		2171211	07/03/1998
VALUE PACK	United States		75/452045	03/16/1998