

07-17-2003

FORM PTO-1594
1-31-92



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Tradem:

102498964

copy thereof.

1. Name of conveying party(ies):

Forster, Inc.

6-25-03

- Individual(s)
- General Partnership
- Corporation-State - Maine
- Other
- Association
- Limited Partnership

Additional name(s) of conveying parties(ies) attached: Yes No

3. Nature of Conveyance:

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

Execution Date: February 7, 2003

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

Name: Tilia International, Inc. c/o Jarden Corporation

Internal Address: JUN 18 2003

Street Address: 555 Theodore Fremd Avenue, Suite B-302

City: Rye State: New York Zip: 10580-1455

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

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): 0,501,132; 0,539,201; 0,542,859; 0,557,102; 0,628,367; 1,205,578; 1,228,588; 1,230,030; 1,513,348; 1,519,859; 1,675,103; 1,717,560; 1,924,904; 1,962,543

Additional numbers attached? Yes No

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

Name: Angela M. Fifelski

Internal Address: ICE MILLER

Street Address: One American Square, Box 82001

City: Indianapolis State: Indiana ZIP: 46282

6. Total number of applications and registrations involved:

14

7. Total fee (37 CFR 3.41): \$ 365.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 09-0007

(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.

Angela M. Fifelski
Name of Person Signing

Angela M. Fifelski
Signature

6-23-03
Date

Total number of pages including cover sheet: 6

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

Do not detach this portion

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

07/16/2003 DBYRME 00000167 0501132

01 FC:8521
02 FC:8522

40.00 OP
325.00 OP

Mail Stop Assignment Recordation Services
Director of the U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

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

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TRADEMARK
REEL: 002778 FRAME: 0551

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of February 7, 2003 ("Effective Date") by and between Forster, Inc., a Maine corporation, with its principal office at 5 Mill Street, East Wilton, Maine 04234 ("Assignor"), and Tilia International, Inc., a Delaware corporation, with its principal office at c/o Jarden Corporation, 555 Theodore Fremd Avenue, Suite B-302, Rye, New York 10580-1455 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated November 27, 2002 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations set forth on Schedule A attached hereto, together with the goodwill of the business associated therewith (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor shall take all further lawful actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) as may be reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now

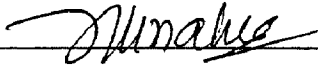
or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

FORSTER, INC.

TILIA INTERNATIONAL, INC.

_____ 

Name: _____

Name: _____

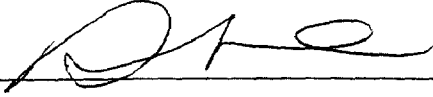
Title: _____

Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

FORSTER, INC.

TILIA INTERNATIONAL, INC.



Name: _____

Name: Desiree DeStefano

Title: _____

Title: VP

SCHEDULE A**U.S. TRADEMARK REGISTRATIONS**

Trademark No.	Registration Date	Mark
0,501,132	7/27/48	IDEAL
0,539,201	3/13/51	FORSTER
0,542,859	5/29/51	IDEAL
0,557,102	4/8/52	WORLDS FAIR
0,628,367	6/5/56	FORSTER IDEAL
1,205,578	8/17/82	Full figure boy design
1,228,588	2/22/83	SKILL STICKS
1,230,030	3/8/83	Boy design
1,513,348	11/22/88	FORSTER (Partial assignment - Classes 8, 20 and 21 only)
1,519,859	1/10/89	GRIP RITE
1,675,103	2/11/92	WOODSIES
1,717,560	9/22/92	IDEAL
1,924,904	10/3/95	FORSTER
1,962,543	3/12/96	CRAFT BASICS