

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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

1. Name of conveying party(ies):
Newell Rubbermaid, Inc.

Individual(s) Association
 Corporation - **Delaware**
 Other

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

2. Name and address of receiving party(ies)
Name: **Global Home Products LLC c/o Cerberus Capital Management, L.P.**

Internal
Address: **299 Park Avenue**
Street Address:
City: **New York** State: **NY** Zip: **10171**

Individual(s) citizenship _____
 Association _____
 General Partnership _____

Limited Partnership
 Corporation - **Delaware Limited Liability Company**
 Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement
 Change of Name
 Other

Execution Date: **March 12, 2004**

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
See attached schedule

Additional number(s) attached Yes No

B. Trademark Registration No.(s)
See attached schedule

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Reine H. Glanz, Esq.**
Internal Address: **Schulte Roth & Zabel LLP**

Street Address: **919 Third Avenue**

City: **New York** State: **N.Y.** Zip: **10022**

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41)..... \$ **965.00**
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
500675 - Schulte Roth & Zabel LLP

(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.

Reine H. Glanz, Esq. *Reine H. Glanz* **5/16/04**
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: 5

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

CH \$966.00 600676 1669807

TRADEMARK	COUNTRY	APPL. NUM.	REG. NUM	STATUS	APPL. DATE	REG. DATE
AIRBAKE	United States	74/098881	1659807	Registered	18-Sep-1990	08-Oct-1991
AMERICA'S MOST COOKED IN COOK WARE+	United States	73/266896	1243985	Registered	19-Jun-1980	28-Jun-1983
BRILLIANCE	United States	74/378815	1819956	Registered	12-Apr-1993	08-Feb-1994
BUSY LIZ	United States	73/373375	1259457	Registered	06-Jul-1982	29-Nov-1983
CHEF'S TOUCH	United States	73/276918	1182182	Registered	08-Sep-1980	15-Dec-1981
COMET	United States	73/379573	1257617	Registered	12-Aug-1982	15-Nov-1983
COMET & DESIGN	United States	73/103861	1067727	Registered	20-Oct-1976	14-Jun-1977
COMET ALUMINUM & DESIGN	United States	71/244909	229399	Registered	26-Feb-1927	28-Jun-1927
CROWNBURST	United States	73/373331	1255352	Registered	06-Jul-1982	25-Oct-1983
CUSHIONAIRE	United States	73/656310	1464604	Registered	20-Apr-1987	10-Nov-1987
EARTHGROWN	United States	73/387899	1274863	Registered	23-Sep-1983	24-Apr-1984
ENGLEWOOD	United States	73/698411	1496811	Registered	01-Dec-1987	19-Jul-1988
FOOD MILL	United States	71/532581	532648	Registered	27-Aug-1947	31-Oct-1950
GREAT COOKS	United States	73/650780	1470465	Registered	24-Mar-1987	29-Dec-1987
GREAT COOKS & DESIGN	United States	73/814980	1617675	Registered	26-Jul-1989	16-Oct-1990
GREAT COOKS II & DESIGN	United States	74/098091	1661765	Registered	18-Sep-1990	22-Oct-1991
INSIGHT	United States	73/626698	1445219	Registered	24-Oct-1986	30-Jun-1987
MASTERBILT	United States	72/071027	693391	Registered	07-Apr-1959	23-Feb-1960
MIRRO	United States	72/040111	665622	Registered	05-Nov-1957	12-Aug-1958
MIRRO & DESIGN	United States	73/212459	1143042	Registered	20-Apr-1979	30 Dec-1980
MIRRO & DESIGN	United States	73/244822	1193883	Registered	02-Jan-1980	20-Apr-1982
MIRRO CRAFT	United States	72/057085	679513	Registered	12-Aug-1958	02-Jun-1959
NO MORE BURNT COOKIES	United States	73/816431	1596494	Registered	31-Jul-1989	15-May-1990
NO MORE BURNT MUFFINS	United States	73/828905	1594280	Registered	02-Oct-1989	01-May-1990
NO MORE SOGGY CRUST!	United States	73/817934	1621265	Registered	08-Aug-1989	06-Nov-1990
PREMIUM PLUS	United States	73/619038	1436472	Registered	08-Sep-1986	14-Apr-1987
PRO-WEAR BY WEAR-EVER	United States	74/387062	1970293	Registered	04-May-1993	23-Apr-1996
REMA	United States	74/029839	1619955	Registered	14-Feb-1990	30-Oct-1990
REMA & DESIGN	United States	74/029446	1638445	Registered	14-Feb-1990	19-Mar-1991
RESHAPING THE WAY YOU COOK	United States	76/089156	2786871	Registered	14-Jul-2000	25-Nov-2003
ROYAL CHEF	United States		1958458	Registered	23-Aug-1994	27-Feb-1996
SPEED COOKER	United States	74/327641	1781480	Registered	29-Oct-1992	13-Jul-1993
TECHNILON	United States	74/310432	1881475	Registered	01-Sep-1992	28-Feb-1995
THE GREAT COOKS COLLECTION (+)	United States	73/251031	1177308	Registered	21-Feb-1980	10-Nov-1981
WEAR-EVER	United States	71/000860	45726	Registered	08-Apr-1905	29-Aug-1905
WEAREVER & DESIGN	United States	74/043557	1642839	Registered	28-Mar-1990	30-Apr-1991
WEAR-EVER SELECT (STYLIZED)	United States	72/191729	798012	Registered	21-Apr-1964	26-Oct-1965
WORTHMORE	United States	71/577853	525530	Registered	28-Apr-1949	23-May-1950

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*Newell Holdings Trademark Assignment***TRADEMARK ASSIGNMENT**

WHEREAS, **NEWELL RUBBERMAID, INC.**, a Delaware corporation ("Seller"), and **GLOBAL HOME PRODUCTS LLC**, a Delaware limited liability company ("Purchaser") have entered into a Stock and Asset Purchase Agreement dated as of March 12, 2004 (the "Agreement"); and

WHEREAS, under the Agreement, Seller agreed to sell its Glass, Frame and Cookware Businesses (as such terms are defined in the Agreement) to Purchaser; and

WHEREAS, in conducting the Cookware Business, Seller's subsidiary **NEWELL HOLDINGS DELAWARE, INC.**, a Delaware corporation ("Assignor"), has acquired an interest in certain Purchased Cookware Business Assets (as defined in the Agreement) that are to be transferred to Purchaser's subsidiary **MIRRO OPERATING COMPANY LLC**, Delaware limited liability company ("Assignee"); and

WHEREAS, Assignor is the owner of all right, title and interest in and to the United States federal trademark and service mark registrations and applications therefor listed in Schedule A hereto that comprise part of the Purchased Cookware Business Assets (collectively, the "Federal Marks"); and

WHEREAS, Assignor is the owner of all right, title and interest in and to the foreign trademark and service mark registrations and applications therefor listed in Schedule A hereto that comprise part of the Purchased Cookware Business Assets (collectively, the "Foreign Marks"); and

WHEREAS, Assignor is the owner of various right, title and interest in and to various copyrights, trade dress, know-how, common law trademarks, service marks and tradenames, and other similar proprietary rights currently related exclusively to the Cookware Business outside of Canada and Puerto Rico, including complete and in-process finished-product drawings, tooling drawings, product manufacturing drawings and instructions for manufacturing, analysis and notes related to the design of cookware products, and similar works used in the analysis, design and manufacture of cookware products, all of the foregoing to the extent currently used exclusively in the Cookware Business outside of Canada and Puerto Rico (collectively, the "Common Law Assets"); and

WHEREAS, Assignee is desirous of acquiring all of Assignor's right, title and interest in and to all Federal Marks, Foreign Marks and the Common Law Assets (together, the "Assets"), and Seller 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 and agrees that it will execute and deliver, or cause to be executed and delivered, all documents and instruments reasonably required to effect this Assignment, and will take, or cause to be taken, at Assignee's expense, all such further or other actions, as Purchaser or Assignee may reasonably deem

Newell Holdings Trademark Assignment

necessary or desirable to enable the Assignee to enjoy, to the fullest extent, the right, title and interest herein conveyed.

3. 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.

4. The Assignor hereby warrants and represents that it has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. 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.

IN TESTIMONY WHEREOF, the parties have executed this Assignment this ____ day of April, 2004.

ASSIGNOR:

NEWELL HOLDINGS DELAWARE, INC.

By: [Signature]
Name: Stuart I. Graff
Title: Assistant Secretary

CERTIFICATE OF ACKNOWLEDGEMENT

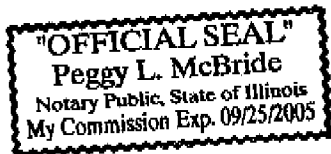
STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 9th day of April, 2004, Stuart I. Graff, 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 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 9th day of April, 2004

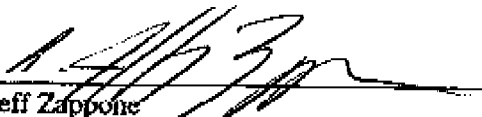
[Signature]
Notary Public



Newell Holdings Trademark Assignment

ASSIGNEE:

MIRRO OPERATING COMPANY LLC


By: 
Name: Jeff Zappone
Title: Treasurer and Chief Financial Officer

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF New York)
COUNTY OF New York) SS

On this 9th day of April, 2004, Jeff Zappone, 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 9th day of April, 2004


Notary Public

SANDEEP SHARMA
Notary Public, State of New York
No. 02SH6039224
Qualified in New York County
Commission Expires 03/27/26

Newell Holdings Trademark Assignment

SCHEDULE A
(3 Pages)**Federal Marks**

TRADEMARK	COUNTRY	APPL. NUM.	REG. NUM.	STATUS	APPL. DATE	REG. DATE
AIRBAKE	United States	74/098881	1659807	Registered	18-Sep-1990	08-Oct-1991
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BUSY LIZ	United States	73/373375	1259457	Registered	06-Jul-1982	29-Nov-1983
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COMET & DESIGN	United States	73/103861	1067727	Registered	20-Oct-1976	14-Jun-1977
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CUSHIONAIRE	United States	73/656310	1464604	Registered	20-Apr-1987	10-Nov-1987
EARTHGROWN	United States	73/387899	1274863	Registered	23-Sep-1983	24-Apr-1984
ENGLEWOOD	United States	73/698411	1496811	Registered	01-Dec-1987	19-Jul-1988
FOOD MILL	United States	71/532581	532648	Registered	27-Aug-1947	31-Oct-1950
GREAT COOKS	United States	73/650780	1470465	Registered	24-Mar-1987	29-Dec-1987
GREAT COOKS & DESIGN	United States	73/814980	1617675	Registered	26-Jul-1989	16-Oct-1990
GREAT COOKS II & DESIGN	United States	74/098091	1661765	Registered	18-Sep-1990	22-Oct-1991
INSIGHT	United States	73/626698	1445219	Registered	24-Oct-1986	30-Jun-1987
MASTERBILT	United States	72/071027	693391	Registered	07-Apr-1959	23-Feb-1960
MIRRO	United States	72/040111	665622	Registered	05-Nov-1957	12-Aug-1958
MIRRO & DESIGN	United States	73/212459	1145042	Registered	20-Apr-1979	30-Dec-1980
MIRRO & DESIGN	United States	73/244822	1193883	Registered	02-Jun-1980	20-Apr-1982
MIRRO CRAFT	United States	72/057085	679513	Registered	12-Aug-1958	02-Jun-1959
NO MORE BURNT COOKIES	United States	73/816431	1596494	Registered	31-Jul-1989	15-May-1990
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REMA	United States	74/029839	1619955	Registered	14-Feb-1990	30-Oct-1990
REMA & DESIGN	United States	74/029446	1638445	Registered	14-Feb-1990	19-Mar-1991
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ROYAL CHEF	United States		1958458	Registered	23-Aug-1994	27-Feb-1996
SPEED COOKER	United States	74/327641	1781480	Registered	29-Oct-1992	13-Jul-1993
TECHNILON	United States	74/310432	1881475	Registered	01-Sep-1992	28-Feb-1995
THE GREAT COOKS COLLECTION (+)	United States	73/251031	1177308	Registered	21-Feb-1980	10-Nov-1981
WEAR-EVER	United States	71/000860	45726	Registered	08-Apr-1905	29-Aug-1905
WEAREVER & DESIGN	United States	74/043557	1642839	Registered	28-Mar-1990	30-Apr-1991

Newell Holdings Trademark Assignment

TRADEMARK	COUNTRY	APPL. NUM.	REG. NUM.	STATUS	APPL. DATE	REG. DATE
WEAR-EVER SELECT (STYLIZED)	United States	72/191729	798012	Registered	21-Apr-1964	26-Oct-1965
WORTHMORE	United States	71/577853	525530	Registered	28-Apr-1949	23-May-1950

Foreign Marks

TRADEMARK	COUNTRY	APPL. NUM.	REG. NUM.	STATUS	APPL. DATE	REG. DATE
WEAR-EVER	Antigua and Barbuda	1502	1502	Registered	16-Jan-1984	16-Jan-1984
WEAR-EVER	Argentina	1620624	1722905	Registered	19-Oct-1987	09-Dec-1988
WEAREVER	Australia	650440	650440	Registered	11-Jan-1995	11-Jan-1995
WEAR-EVER	Austria	89453	89453	Registered	23-Oct-1978	23-Oct-1978
WEAR-EVER	Benelux	62741	62741	Registered	24-Sep-1988	24-Sep-1988
WEAR-EVER	Brazil	6021379	6021379	Registered	16-Dec-1966	25-Dec-1974
WEAR-EVER	Chile	400142	504854	Registered	19-Feb-1998	19-Feb-1998
WEAR-EVER	China	501744	501744	Registered	20-Oct-1989	20-Oct-1989
WEAR-EVER	Colombia	132388	132388	Registered	15-Nov-1995	15-Nov-1995
WEAR-EVER	Colombia	65541	65541	Registered	08-Sep-1967	08-Sep-1967
MIRRO	Costa Rica	52112	52112	Registered	26-Apr-1977	26-Apr-1977
MIRRO & DESIGN	Costa Rica	52639	59477/1764	Registered	04-Feb-1981	13-Oct-1981
WEAR-EVER	Costa Rica	9958/18743	9958/18743	Registered	31-Mar-1987	31-Mar-1987
WEAREVER	Cuba	109257	109257	Registered	01-Oct-1983	01-Oct-1983
MIRRO & DESIGN	Dominican Republic	31680	31680	Registered	07-Nov-1980	13-Feb-1981
WEAR-EVER	Dominican Republic	17420	17420	Registered	02-Apr-1969	02-Apr-1969
WEAR-EVER	Ecuador	871/67	871/67	Registered	21-Dec-1991	21-Dec-1991
WEAR-EVER	El Salvador	15316	15316	Registered	13-Sep-1967	13-Sep-1967
WEAR-EVER	France	1412097	1412097	Registered	12-Apr-1977	12-Apr-1977
WEAR-EVER	France	1475794	1475794	Registered	08-Jul-1988	08-Jul-1988
WEAR-EVER	Germany	W28829/21W Z	1021357	Registered	16-Aug-1978	07-Aug-1981
WEAR-EVER	Greece	41459	41459	Registered	04-Mar-1979	04-Mar-1979
WEAR-EVER	Guam	176	176	Registered	29-Aug-1965	29-Aug-1965
MIRRO	Guatemala	36850	36850	Registered	11-Nov-1976	02-May-1979
WEAR-EVER	Guatemala	19156	19156/338/53	Registered	05-Jan-1968	05-Jan-1968
WEAR-EVER	Guyana	2352A	2352A	Registered	26-Mar-1988	26-Mar-1988
WEAR-EVER	Honduras	16410	16410	Registered	23-Jan-1990	23-Jan-1990
WEAR-EVER	Indonesia	213411	386085	Registered	15-Jan-1987	15-Jan-1987
WEAR-EVER	Israel	29865	29865	Registered	24-Feb-1976	24-Feb-1976
WEAR-EVER	Italy	549041	549041	Registered	10-Jan-1988	10-Jan-1988
MIRRO	Jamaica	18466	18466	Registered	18-Jan-1977	18-Jan-1977
CUSHIONAIRE	Japan	38877/1989	2435096	Registered	05-Apr-1989	31-Jul-1992
WEAR-EVER	Japan	956379	956379	Registered	28-Mar-1992	28-Mar-1992
WEAR-EVER	Korea, Republic of	17317	17317	Registered	17-Apr-1989	17-Apr-1999
WEAR-EVER	Lebanon	8241	79178	Registered	19-Mar-1999	19-Mar-1999
AIRBAKE	Mexico	175857	446491	Registered	19-Aug-1993	15-Nov-1993
BRILLIANCE	Mexico	176528	445454	Registered	26-Aug-1993	29-Oct-1993
CHIEF'S TOUCH	Mexico	175859	446493	Registered	19-Aug-1993	15-Nov-1993
CONCENTRIC AIR	Mexico	142030	422206	Registered	12-Jun-1992	17-Sep-1992
CUSHIONAIRE	Mexico	175858	446492	Registered	19-Aug-1993	15-Nov-1993
FAST PACK	Mexico	177048	504565	Registered	01-Sep-1993	22-Sep-1995

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TRADEMARK	COUNTRY	APPL. NUM.	REG. NUM.	STATUS	APPL. DATE	REG. DATE
GREAT COOKS	Mexico	175856	446490	Registered	19-Aug-1993	15-Nov-1993
HEIRLOOM	Mexico	176529	567821	Registered	26-Aug-1993	07-Jan-1998
LIMITED EDITION BY WEAREVER	Mexico	211286	481853	Registered	07-Sep-1994	07-Dec-1994
MIRRO	Mexico	175854	446488	Registered	19-Aug-1993	15-Nov-1993
PIZZA PANDEMONIUM	Mexico	186827	456367	Registered	17-Dec-1993	07-Apr-1994
REMA	Mexico	175855	446489	Registered	19-Aug-1993	15-Nov-1993
ROYAL CHEF	Mexico	225421	489586	Registered	23-Feb-1995	26-Apr-1995
SPEED COOKER	Mexico	166494	454113	Registered	29-Apr-1993	11-Mar-1994
TECHNI-BASE	Mexico	175744	445451	Registered	18-Aug-1993	29-Oct-1993
WEAR-EVER & DESIGN (PIE & +)	New Zealand	11431	11431	Registered	16-Aug-1983	16-Aug-1983
MIRRO & DESIGN	Panama	16392	28126	Registered	02-Mar-1982	02-Mar-1982
WEAREVER	Panama	14806	14806	Registered	19-Aug-1991	19-Aug-1991
MIRRO	Peru	270961	18383	Registered	06-Jun-1995	15-Aug-1995
MIRRO	Philippines	R3285	R-2277	Registered	30-Mar-1979	30-Jul-1959
MIRRO & DESIGN	Philippines	43469	34172	Registered	16-Dec-1980	20-Mar-1985
WEAR-EVER	Philippines	685	685	Registered	18-Jun-1988	18-Jun-1988
WEAREVER	Portugal	154330	154330	Registered	31-Mar-1969	08-Jul-1970
WEAR-EVER	Saudi Arabia	130/24	130/24	Registered	18-Apr-1994	18-Apr-1994
MIRRO & DESIGN	South Africa	80/7594	80/7594	Registered	17-Nov-1980	17-Nov-1980
WEAR-EVER	South Africa	558/38	558/38	Registered	20-Apr-1996	20-Apr-1996
WEAR-EVER	Spain	520710	520710	Registered	11-Feb-1989	11-Feb-1989
WEAR-EVER & DESIGN	Sweden	21703	21703	Registered	10-Jun-1979	10-Jun-1979
WEAR-EVER	Taiwan	28412	28412	Registered	01-Nov-1987	01-Nov-1987
AIRBAKE	United Kingdom	1513041	1513041	Registered	18-Sep-1992	18-Sep-1992
CONCENTRIC-AIR	United Kingdom	1503609	1503609	Registered	12-Dec-1991	12-Dec-1991
CUSHIONAIRE	United Kingdom	1504990	1504990	Registered	30-Jun-1992	30-Jun-1992
MIRRO & DESIGN	United Kingdom	1425008	1425008	Registered	11-May-1990	11-May-1990
WEAR-EVER & DESIGN	United Kingdom	356495	356495	Registered	19-Nov-1930	19-Nov-1930
WEAREVER	Uruguay	154286	230573	Registered	23-Aug-1980	31-Jan-1990
WEAR-EVER	Venezuela	16392	16392	Registered	10-Dec-1975	10-Dec-1975
MIRRO	Viet Nam	14916	12341	Registered	07-Aug-1993	27-Jun-1994
WEAREVER	Viet Nam	14917	12342	Registered	07-Aug-1993	27-Jun-1994
WEAREVER	Virgin Islands (American)	5557	5557	Registered	29-Aug-1985	29-Aug-1985
WEAR-EVER	Virgin Islands (British)	1276	1276	Registered	20-Jan-1970	20-Jan-1970

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