

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings $\Rightarrow \Rightarrow \Rightarrow$	RECORDATION FORM COVER SHEET TRADEMARKS ONLY	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

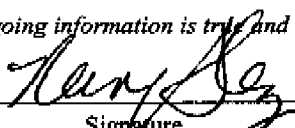
1. Name of conveying party(ies): <u>Newell Rubbermaid, Inc.</u> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input checked="" type="checkbox"/> Corporation - <u>Delaware</u> <input type="checkbox"/> Other Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>Global Home Products LLC c/o Cerberus Capital Management, L.P.</u> Internal Address: <u>299 Park Avenue</u> Street Address: City: <u>New York</u> State: <u>NY</u> Zip: <u>10171</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation - <u>Delaware Limited Liability Company</u> <input type="checkbox"/> Other: If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No
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3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other Execution Date: <u>March 12, 2004</u>	
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4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>See attached schedule</u> Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	B. Trademark Registration No.(s) <u>See attached schedule</u>
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5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Reine H. Glanz, Esq.</u> Internal Address: <u>Schulte Roth & Zabel LLP</u> Street Address: <u>919 Third Avenue</u> City: <u>New York</u> State: <u>N.Y.</u> Zip: <u>10022</u>	6. Total number of applications and registrations involved: 38 7. Total fee (37 CFR 3.41)..... \$ 965.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>500675 - Schulte Roth & Zabel LLP</u> (Attach duplicate copy of this page if paying by deposit account)
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DO NOT USE THIS SPACE

9. Statement and signature. <i>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.</i> <u>Reine H. Glanz, Esq.</u> Name of Person Signing	 Signature	<u>5/6/04</u> Date
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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 \$965.00 500675 76399294

TRADEMARK	COUNTRY	APPL. NUM.	REG. NUM	STATUS	APPL. DATE	REG. DATE
ACCENT	United States	72/137006	745664	Registered	31-Jan-1962	26-Feb-1963
ACCENT	United States	72/069183	688578	Registered	09-Mar-1959	24-Nov-1959
ALLEGRO	United States	75/591976	2523049	Registered	19-Nov-1998	25-Dec-2001
CHEF DE CUISINE (STYLIZED)	United States	73/187614	1137920	Registered	02-Oct-1978	15-Jul-1980
CHEF'S GALLERY	United States	74/556096	1961082	Registered	01-Aug-1994	05-Mar-1996
CLUB	United States	72/196503	788937	Registered	26-Jun-1964	04-May-1965
CLUB & CONCENTRIC CIRCLES +	United States	72/414399	941834	Registered	03-Feb-1972	29-Aug-1972
CLUB CLASSIC	United States		2604347	Registered	29-May-2001	06-Aug-2002
CLUB HOLIDAY (QUATREFOIL)	United States	71/690542	620684	Registered	30-Jun-1955	07-Feb-1956
CONCENTRIC CIRCLES DESIGN	United States	72/408275	936441	Registered	19-Nov-1971	27-Jun-1972
CONCENTRIC EASE	United States	75/522097	2315774	Registered	20-Jul-1998	08-Feb-2000
CONTOURS	United States	75/269520	2196630	Registered	04-Apr-1997	13-Oct-1998
CORONATION	United States	74/648688	1460090	Registered	09-Mar-1987	06-Oct-1987
FOLEY	United States	75/382917	2245619	Registered	31-Oct-1997	18-May-1999
GET A GRIP	United States	76/399294		Allowed	23-Apr-2002	
GREAT DISHES	United States	75/032208	2041505	Registered	13-Dec-1995	25-Feb-1997
IMPERIAL DIAMOND	United States	75/137030	2122412	Registered	22-Jul-1996	16-Dec-1997
INTELLITEMP	United States	75/447610	2314977	Registered	10-Mar-1998	01-Feb-2000
KITCHEN PRO	United States	74/244593	1779693	Registered	10-Feb-1992	29-Jun-1993
LIFECOTE	United States	75/197427	2112298	Registered	13-Nov-1996	11-Nov-1997
METALGUARD	United States	75/486834	2455769	Registered	19-May-1998	29-May-2001
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES DASHED AND SWIRLED)	United States	75/351359	2362683	Registered	03-Sep-1997	27-Jun-2000
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES DASHED AND SWIRLED)	United States	75/351361	2362684	Registered	03-Sep-1997	27-Jun-2000
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES-DASHED)	United States	75/351333	2360563	Registered	03-Sep-1997	20-Jun-2000
NO MORE BURNING GUARANTEED	United States	75/196986	2159769	Registered	12-Nov-1996	19-May-1998
PERFECTA	United States	76/191182		Published	09-Jan-2001	29-Apr-2003
PRO CUISINE	United States	74/281811	1805326	Registered	05-Jun-1992	16-Nov-1993
PROGLIDE	United States	74/506284	1908516	Registered	25-Mar-1994	01-Aug-1995
REFLECTIONS	United States	75/027117	2013761	Registered	04-Dec-1995	05-Nov-1996
ROYAL DIAMOND	United States	74/474655	1974033	Registered	30-Dec-1993	14-May-1996
SAFE FOR USE WITH METAL	United States	75/585140	2309080	Registered	09-Nov-1998	18-Jan-2000
SMART SAVERS	United States	75/307905	2235209	Registered	12-Jun-1997	23-Mar-1999
STRATABASE	United States	74/250349	1778385	Registered	27-Feb-1992	22-Jun-1993
THE GREY-TECH COLLECTION	United States	73/474392	1347963	Registered	09-Apr-1984	09-Jul-1985
TUFFCOTE	United States	75/210355	2107393	Registered	09-Dec-1996	21-Oct-1997
ULTIMA	United States	75/183779	2465884	Registered	18-Oct-1996	03-Jul-2001
WEAREVER AIR	United States	74/734914	2241712	Registered	27-Sep-1995	27-Apr-1999
WEAREVER COLLECTIONS	United States	74/617792	2269287	Registered	04-Jan-1995	10-Aug-1999

Newell Operating 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 OPERATING COMPANY**, 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 (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 Operating 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 OPERATING COMPANY

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

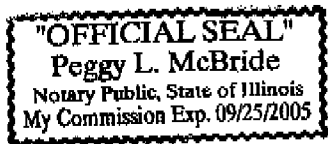
CERTIFICATE OF ACKNOWLEDGEMENT

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 Operating Trademark Assignment

ASSIGNEE:

MIRRO OPERATING COMPANY LLC

By: 
 Name: Jeff Zappone
 Title: Treasurer & 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. 029116099224
 Qualified in New York County
 Commission Expires 03/27/06

Newell Operating Trademark Assignment

SCHEDULE A

(3 Pages)

Federal Marks

TRADEMARK	COUNTRY	APPL. NUM.	REG. NUM.	STATUS	APPL. DATE	REG. DATE
ACCENT	United States	72/137006	745664	Registered	31-Jan-1962	26-Feb-1963
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CHEF'S GALLERY	United States	74/556096	1961082	Registered	01-Aug-1994	05-Mar-1996
CLUB	United States	72/196503	788937	Registered	26-Jun-1964	04-May-1965
CLUB & CONCENTRIC CIRCLES +	United States	72/414399	941834	Registered	03-Feb-1972	29-Aug-1972
CLUB CLASSIC	United States		2604347	Registered	29-May-2001	06-Aug-2002
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CONCENTRIC EASE	United States	75/522097	2315774	Registered	20-Jul-1998	08-Feb-2000
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LIFECOIL	United States	75/197427	2112298	Registered	13-Nov-1996	11-Nov-1997
METALGUARD	United States	75/486834	2455769	Registered	19-May-1998	29-May-2001
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MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES DASHED AND SWIRLED)	United States	75/351361	2362684	Registered	03-Sep-1997	27-Jun-2000
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES-DASHED)	United States	75/351333	2360563	Registered	03-Sep-1997	20-Jun-2000
NO MORE BURNING GUARANTEED	United States	75/196986	2159769	Registered	12-Nov-1996	19-May-1998
PERFECTA	United States	76/191182		Published	09-Jan-2001	29-Apr-2003
PRO CUISINE	United States	74/281811	1805326	Registered	05-Jun-1992	16-Nov-1993
PROGLIDE	United States	74/506284	1908516	Registered	25-Mar-1994	01-Aug-1995
REFLECTIONS	United States	75/027117	2013761	Registered	04-Dec-1995	05-Nov-1996
ROYAL DIAMOND	United States	74/474655	1974033	Registered	30-Dec-1993	14-May-1996
SAFE FOR USE WITH METAL +	United States	75/585140	2309080	Registered	09-Nov-1998	18-Jan-2000

Newell Operating Trademark Assignment

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STRATABASE	United States	74/250349	1778385	Registered	27-Feb-1992	22-Jun-1993
THE GREY-TECH COLLECTION	United States	73/474392	1347963	Registered	09-Apr-1984	09-Jul-1985
TUFFCOTE	United States	75/210355	2107393	Registered	09-Dec-1996	21-Oct-1997
ULTIMA	United States	75/183779	2465884	Registered	18-Oct-1996	03-Jul-2001
WEAREVER AIR	United States	74/734914	2241712	Registered	27-Sep-1995	27-Apr-1999
WEAREVER COLLECTIONS	United States	74/617792	2269287	Registered	04-Jan-1995	10-Aug-1999

Foreign Marks

TRADEMARK	COUNTRY	APPL. NUM.	REG. NUM.	STATUS	APPL. DATE	REG. DATE
MIRRO	Brazil	820346071	820346071	Registered	29-Oct-1997	07-Dec-1999
MIRRO	Chile	397186	511676	Registered	14-Nov-1997	06-May-1998
MIRRO	China	93005772	684783	Registered	27-Jan-1993	07-Apr-1994
MIRRO	Colombia	97056959	207737	Registered	30-Sep-1997	27-Apr-1998
CLUB	European Community	000144501	000144501	Registered	01-Apr-1996	16-Jun-1998
CLUB & QUATREFOIL DESIGN	France	139059	1214126	Registered	29-Sep-1972	29-Sep-1982
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES-SOLID)	France	139060	1214125	Registered	29-Sep-1972	29-Sep-1982
CLUB & QUATREFOIL DESIGN	Italy	RM92C003613	00644265	Registered	29-Sep-1972	03-Feb-1975
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES SOLID)	Italy	RM92C003614	00644266	Registered	29-Sep-1972	03-Feb-1975
CLUB	Japan	219668/91	1494164	Registered	20-Aug-1991	27-Feb-1992
WEAREVER CALYPSO	Korea	40-200317443		Pending	18-Apr-2003	
CHEF'S GRIP	Mexico	309139	564211	Registered	29-Sep-1997	25-Nov-1997
CONTOURS	Mexico	323397	574688	Registered	23-Feb-1998	31-Mar-1998
FOLEY	Mexico	309137	564209	Registered	29-Sep-1997	25-Nov-1997
FOREVER	Mexico	330966	593774	Registered	29-Apr-1998	26-Nov-1998
GET A GRIP	Mexico	309138	564210	Registered	29-Sep-1997	25-Nov-1997
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES DASHED AND SWIRLED)	Mexico	396787	644808	Registered	27-Oct-1999	29-Feb-2000
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES DASHED AND SWIRLED)	Mexico	325418	585826	Registered	10-Mar-1998	28-Aug-1998
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES DASHED AND SWIRLED)	Mexico	325419	585827	Registered	10-Mar-1998	28-Aug-1998

Newell Operating Trademark Assignment

TRADEMARK	COUNTRY	APPL. NUM.	REG. NUM.	STATUS	APPL. DATE	REG. DATE
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES-DASHED)	Mexico	325417	585825	Registered	10-Mar-1998	28-Aug-1998
MONOGRAM	Mexico	312510	565968	Registered	29-Oct-1997	28-Nov-1997
NO MORE BURNING . . . GUARANTEED	Mexico	285305	555006	Registered	28-Jan-1997	31-Jul-1997
PERFORMA	Mexico	313187	566986	Registered	05-Nov-1997	15-Dec-1997
SANTA FE	Mexico	288144	545476	Registered	26-Feb-1997	31-Mar-1997
SILHOUETTE	Mexico	301816	562178	Registered	18-Jul-1997	31-Oct-1997
SMARTSAVER	Mexico	313186	566985	Registered	05-Nov-1997	15-Dec-1997
WEAREVER	Mexico	175853	446487	Registered	19-Aug-1993	15-Nov-1993
WEAREVER AIR	Mexico	254956	552230	Registered	20-Feb-1996	27-Jun-1997
WEAREVER AIR COLLECTIONS	Mexico	254954	552229	Registered	20-Feb-1996	27-Jun-1997
WEAREVER COLLECTIONS	Mexico	236565	499014	Registered	03-Jul-1995	26-Jul-1995
WEAREVER	Peru	5064	26072	Registered	07-Mar-1996	22-May-1996
WEAREVER	Singapore			Pending	30-Sep-2002	
MIRRO	Spain	2007007	2007007	Registered	17-Jan-1996	17-Jan-1996
CLUB	Taiwan	83028630	669516	Registered	19-Apr-1994	01-Feb-1995
CLUB with SOLID CIRCLE DESIGN	Taiwan	76/12320	378746	Registered	12-Mar-1987	21-Feb-1990
DURACOTE	United Kingdom	1550909	1550909	Registered	18-Oct-1993	18-Oct-1993
KITCHEN PRO	United Kingdom	1551052	1551052	Registered	18-Oct-1993	18-Oct-1993
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES SOLID)	United Kingdom	991797	991797	Registered	09-May-1972	09-May-1972
PRO CUISINE	United Kingdom	1550902	1550902	Registered	18-Oct-1993	18-Oct-1993
QUATREFOIL DESIGN	United Kingdom	991796	991796	Registered	09-May-1972	09-May-1972
WEAREVER AIR	United Kingdom	2055657	2055657	Registered	07-Feb-1996	07-Feb-1996
WEAREVER AIR COLLECTIONS	United Kingdom	2055666	2055666	Registered	07-Feb-1996	07-Feb-1996

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