

09-22-2004

FORM PTO-1594
1-31-92

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks. Please record

102841634

9.2.04

1. Name of conveying party(ies):

Jarden Corporation

- Individual(s)
- General Partnership
- Corporation-Delaware
- 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: August 3, 2004 and August 18, 2004

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

Name: Alltrista Zinc Products, L.P.

Internal Address:

Street Address: 2500 Old Stage Road

City: Greeneville State: TN Zip: 37744-1890

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership Indiana Limited Liability Partnership
- Corporation-State
- 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):

2,104,809

Additional numbers attached? Yes No

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

Name: Doreen J. Gridley

Internal Address: ICE MILLER

Street Address: One American Square, Box 82001

City: Indianapolis State: Indiana ZIP: 46282-0200

6. Total number of applications and registrations involved: 1

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

- 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.

Doreen J. Gridley
Name of Person Signing

Signature

September 17, 2004
Date

Total number of pages including cover sheet: 7

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

Do not detach this portion

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

09/21/2004 MBETACNE 00000031 2104809

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40.00 DP

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: 003048 FRAME: 0591

PATENT AND TRADEMARK ASSIGNMENT

ALLTRISTA AND JARDEN

This Agreement is made by and between Alltrista Zinc Products, Corp., L.P., an Indiana Limited Liability Partnership, ("ALLTRISTA") and Jarden Corporation, a Delaware corporation, ("JARDEN") and is effective as of August 3, 2004 (the "EFFECTIVE DATE").

ARTICLE I - DEFINITIONS

1.1 The term "LIFEJACKET ASSIGNED NAME AND MARK" as used herein shall mean the name and mark LIFEJACKET registered with the U.S. Patent and Trademark Office as Number 2104809 on 14 October 1997 used alone or in connection with other terms, as used in connection with ASIGNED JACKETS prior to the EFFECTIVE DATE.

1.2 The term "ASIGNED JACKET PATENT" as used herein shall mean U.S. Patent Number 5,714,045 titled "Jacketed sacrificial anode cathodic protection system," issued on 3 February 1998 and owned by JARDEN.

1.3 The term "ASIGNED ASSETS" means the ASIGNED JACKET PATENT and the LIFEJACKET ASSIGNED NAME AND MARK.

1.4 The term "ASIGNED JACKET" as used herein shall mean a manufactured and/or finished jacketed anode assembly for use in a sacrificial anode cathodic protection system deployed to impede corrosion of steel or steel reinforcement in pilings or similar supporting columns, or for any similar purpose, in accordance with the ASIGNED JACKET PATENT.

1.5 The term "PATENT SECURITY AGREEMENT" as used herein shall mean that certain security agreement entered into by JARDEN, previously known as Alltrista Corporation, and BANK OF AMERICA, N.A., AS ADMINSTRATIVE AGENT, on 24 April 2002, and recorded with the U.S. Patent and Trademark Office at Reel/Frame 013240/0682 on 2 July 2002.

1.6 The term "TRADEMARK SECURITY AGREEMENT" as used herein shall mean that certain security agreement entered into by JARDEN, previously known as Alltrista Corporation, and BANK OF AMERICA, N.A., AS ADMINSTRATIVE AGENT, on 24 April 2002, and recorded with the U.S. Patent and Trademark Office at Reel/Frame 2657/0229 on 2 July 2002.

1.7 The term "AFFILIATE" as used herein shall mean any other business entity or organization that, directly or indirectly, is in control of, is controlled by, or is under common control with ALLTRISTA. For purposes of this definition, "control" means the power, directly or indirectly, either to (a) vote 50% or more of the securities having ordinary voting power for the election of directors (or persons performing similar functions) of such business entity or

organization, or (b) direct or cause the direction of the management and policies of such business entity or organization, whether by contract or otherwise.

1.8 The term "LIABILITY" as used herein shall mean any, direct or indirect, liability, obligation, claim, deficiency, guarantee or commitment of any kind or nature (whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due), including liability for TAXES.

1.9 The term "PERSON" means any natural person, corporation, general partnership, limited liability company, proprietorship, joint venture, other business organization, trust, entity, union, association or governmental or regulatory authority.

1.10 The term "TAXES" means all of the following: (i) any net income, withholding, alternative or add-on minimum tax, gross income, gross receipts, sales, use, value added, ad valorem, transfer, franchise, profits, license, excise, severance, stamp, occupation, premium, property, environmental or windfall profit tax, capital tax, customs duty or other tax, governmental fee or other like assessment, together with any interest, penalty or additional amount due, imposed by any governmental, regulatory or administrative entity or agency responsible for the imposition of any such tax (domestic or foreign); (ii) any LIABILITY for the payment of the amounts described in clause (i) above as a result of being a member of any affiliated, consolidated, combined, unitary or other group for any taxable period; and (iii) any LIABILITY for the payment of any amounts of the type described in clause (i) or (ii) above as a result of any express or implied obligation to indemnify any other PERSON.

ARTICLE II - ASSIGNMENTS TO ALLTRISTA

2.1 Subject to Section 2.4 and the terms and conditions of the PATENT SECURITY AGREEMENT, JARDEN hereby sells, conveys, transfers and assigns to ALLTRISTA its entire right, title and interest in and to the ASIGNED JACKET PATENT.

2.2 Subject to Section 2.4 and the terms and conditions of the TRADEMARK SECURITY AGREEMENT, JARDEN hereby sells, conveys, transfers and assigns to ALLTRISTA all its right, title and interest in and to the LIFEJACKET ASSIGNED NAME AND MARK.

2.3 Subject to Section 2.4 and the terms and conditions of the PATENT SECURITY AGREEMENT and the TRADEMARK SECURITY AGREEMENT, JARDEN hereby grants to ALLTRISTA the right to enforce and to file a lawsuit, an action, a trademark interference proceeding, a patent interference proceeding, or any other proceeding (an "Action"), for any past, present, or future infringement of the LIFEJACKET ASSIGNED NAME AND MARK or the ASIGNED JACKET PATENT by a third party, or for any other activity by a third party that may dilute the value of the ASIGNED ASSETS.

2.4 ALLTRISTA hereby assumes and agrees to each of the following (other than LIABILITIES resulting from JARDEN's or any of its affiliates' conduct or events prior to the EFFECTIVE DATE) (collectively, the "ASSUMED LIABILITIES"): (i) assume all LIABILITIES arising from ownership and maintenance of the ASIGNED ASSETS; (ii) assume

all LIABILITIES arising out of any product liability, patent, trademark and tradename infringement, breach of warranty or similar claim for injury to person or property relating to the ASIGNED ASSETS; and (iii) assume all other LIABILITIES arising out of, directly or indirectly, the ASIGNED ASSETS or control, lease or license of any of the ASIGNED ASSETS resulting from conduct or events on or after the EFFECTIVE DATE.

2.5 In the event that either party is named as a defendant or respondent in a lawsuit, action or other proceeding (an "Action") challenging the party's rights in the ASIGNED ASSETS (but the other party is not named), the named party shall promptly give notice to the other party of the pendency of the Action. In the event that the named party wishes to defend the Action, the other party shall have the right to participate in the defense, in which case both parties shall bear their respective expenses. If the named party elects not to defend the Action, it shall tender the defense to the other party. In such event, the unnamed party may decline to defend the Action; or it may elect to defend the Action, in which case it shall be solely responsible for its expenses in defending the Action and paying any judgment or settlement resulting therefrom. If both parties are named in the Action, either party may elect to defend or decline to defend, and each party shall bear its respective expenses. If the aforementioned procedures are adhered to, neither party shall have any claim against the other for failure to defend any Action or to otherwise vindicate rights in the ASIGNED ASSETS which are at issue in any Action. In the event that both parties participate in the defense of any Action, neither party shall enter into any settlement or consent with respect to the ASIGNED ASSETS without the consent of the other party.

ARTICLE III -TERM AND TERMINATION

3.1 The term of this Agreement shall begin on the EFFECTIVE DATE, and unless sooner terminated by the parties as herein provided, shall continue in perpetuity.

3.2 If a party or its affiliate defaults ("DEFAULTING PARTY") in the performance of any obligation hereunder, the other party may notify the DEFAULTING PARTY of such default in writing. The DEFAULTING PARTY shall have ninety (90) days after receipt of any such written default notice to cure the default. If the default is not cured within the specified period, this Agreement shall automatically terminate upon the expiration of such ninety (90) day period.

3.3 Any termination of this Agreement for any reason does not relieve either party of any obligation or liability accrued prior to the termination or rescind anything done by either party and the termination does not affect in any manner any rights of either party arising under this Agreement prior to the termination.

ARTICLE IV -CONSIDERATION

4.1 As consideration for the rights sold, conveyed, transferred and assigned in this Agreement, ALLTRISTA shall pay to JARDEN the price of one dollar (\$1.00) and other valuable consideration.

4.2 Any transfer, recording, or similar taxes, fees, and charges imposed in connection with the consummation of the transactions contemplated by this Agreement in each relevant tax jurisdiction, including recordation fees for recording this assignment twice with the United States Patent and Trademark Office, (collectively, "TRANSFER TAXES") shall be borne by ALLTRISTA. ALLTRISTA shall be responsible for obtaining all necessary TRANSFER TAX and other revenue stamps. The parties agree to use their best efforts to minimize the TRANSFER TAXES.

ARTICLE V - OTHER TERMS

5.1 JARDEN makes no warranty of any kind whatsoever, express or implied, as to any patents, trademarks, tradenames, contracts, or any or all of the methods, processes, techniques, information, or subject matter thereof.

5.2 This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof. No modification hereof shall be effective unless in writing and signed by the party against which it is sought to be enforced.

5.3 No delay or failure of either party hereto in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude other or further exercise thereof or the exercise of any other right, power, or remedy.

5.4 Any provision of this Agreement found to be invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining provisions of this Agreement, or affecting the validity or enforceability of any of the provisions of this Agreement in any other jurisdiction.

5.5 This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to any state's choice of laws to the contrary. Each of the parties hereto agrees that any legal action or proceeding arising out of or relating to this Agreement may be instituted in the courts of the State of Indiana situated in Marion County, Indiana or the United States District Court for the Southern District of Indiana, Indianapolis Division. By the execution and delivery of this Agreement, each of the parties to this Agreement irrevocably consents to and submits to the jurisdiction of such courts for all purposes in connection with any controversy, claim, action or proceeding arising out of or relating to this Agreement or any modification or extension hereof. The foregoing shall not limit the rights of any party to bring any legal action or proceeding or to obtain execution of judgment in any appropriate jurisdiction. Each of the parties hereto further agrees that final judgment against it in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction within or outside the United States of America by suit on the judgment, a certified or exemplified copy of which shall be conclusive evidence thereof.

5.6 This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Agreement may be executed in two (2) counterparts, each of which shall be deemed an original and together shall constitute one and the

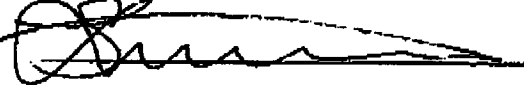
same instrument. Facsimile copies of any signature to this Agreement shall be deemed an original signature hereto.

IN WITNESS WHEREOF, JARDEN and ALLTRISTA have caused this Agreement to be executed by duly authorized officers or representatives.

Alltrista Zinc Products, Corp., L.P.

By Albert H. Giles
Name ALBERT H. GILES
Title PRESIDENT
Date 8-3-04

Jarden Corporation

By 
Name Simon Wood
Title VP of Finance
Date 8/18/04

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**State of Indiana
Office of the Secretary of State**

CERTIFICATE OF ASSUMED BUSINESS NAME

of

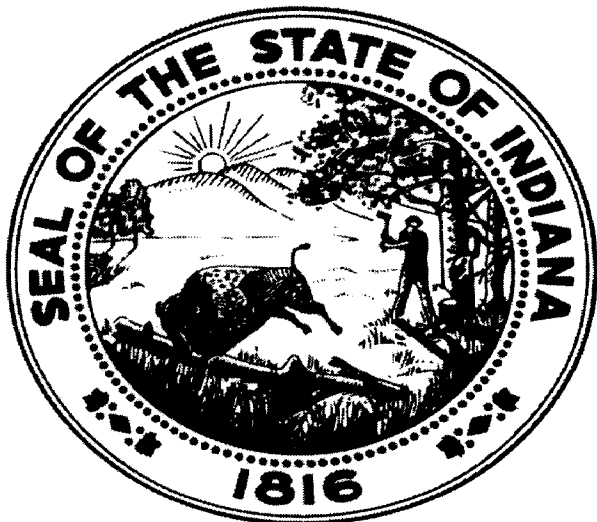
ALLTRISTA ZINC PRODUCTS, L.P.

I, TODD ROKITA, Secretary of State of Indiana, hereby certify that Certificate of Assumed Business Name of the above Domestic Limited Partnership (LP) have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Revised Uniform Limited Partnership Act.

Following said transaction the entity named above will be doing business under the assumed business name(s) of:

ALLTRISTA ZINC PRODUCTS CORP., L.P.

NOW, THEREFORE, with this document I certify that said transaction will become effective Wednesday, September 15, 2004.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, September 15, 2004.

A handwritten signature in black ink that reads "Todd Rokita".

TODD ROKITA,
SECRETARY OF STATE

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