

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	04/09/2004		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Newell Operating Company		07/18/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Mirro Operating Company LLC		
Street Address:	2893 West Fair Avenue		
City:	Lancaster		
State/Country:	OHIO		
Postal Code:	43130		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2158744	CALYPSO	
CORRESPONDENCE DATA			
Fax Number:	(513)977-8141		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	513-977-8683		
Email:	clare.iery@dinslaw.com		
Correspondent Name:	Clare M. Iery		
Address Line 1:	1900 Chemed Center; 255 E. 5th Street		
Address Line 4:	Cincinnati, OHIO 45202		
NAME OF SUBMITTER:	Clare M. Iery		
Signature:	/cmi/		
Date:	07/19/2005		

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TRADEMARK
REEL: 003123 FRAME: 0455

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made effective April 9, 2004.

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 registration listed in Schedule A hereto that comprises part of the Purchased Cookware Business Assets; and

WHEREAS, Assignor is the owner of various right, title and interest in and to various copyrights, trade dress, know-how, common law trademark, 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 the Federal Mark and the Common Law Assets (together, the "Assets"), and Seller has promised, in the Agreement, to cause the same to be assigned.

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 instructions 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 reasonable deem 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.

ASSIGNOR:

NEWELL OPERATING COMPANY

By: _____

Name: Stuart I. Graff

Title: Assistant Secretary

Date

7/18/05

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF

Georgia

COUNTY OF

Fulton

SS



On this 18th day of JULY, 2005, Stuart I. Graff, being personally known to me, appears 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 18th day of July, 2005

Notary Public

ASSIGNEE:

MIRRO OPERATING COMPANY LLC

By: [Signature]
Name: A. Jeffrey Zappone
Title: Treasurer and Chief Financial Officer

6/7/05
Date

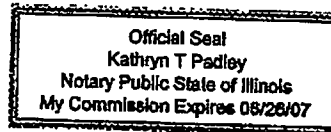
CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF Illinois)
COUNTY OF Cook) SS

On this 7th day of June, 2005, Jeff Zappone, being personally known to me, appears 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 7th day of June, 2005

[Signature]
Notary Public



SCHEDULE A
(1 Page)

Federal mark

TRADEMARK	COUNTRY	APPE NUM	REG NUM	STATUS	APPL DATE	REG DATE
CALYPSO	United States	75/273746	2,158,744	Registered	14-Apr-1997	19-May-1998

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