

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Russell-Stanley Corp.		11/09/2005	CORPORATION:

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Mauser Corp.
<b>Street Address:</b>	2001 Westside Parkway
<b>City:</b>	Alpharetta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30004
<b>Entity Type:</b>	CORPORATION:

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	1901861	R.S.V.P.
Registration Number:	1904590	RUSSELL-STANLEY VANTAGE PROGRAM
Registration Number:	1914502	RUSSELL STANLEY
Registration Number:	2163399	CONTAINERCARE SYSTEM
Registration Number:	2536238	CONTAINERCARE PLUS
Registration Number:	2073538	CMS
Registration Number:	2819363	DELDRUM
Registration Number:	2819362	DELCON
Registration Number:	1325859	DELEX
Registration Number:	782632	DELKIT
Registration Number:	2819364	DEL-LOC EXTRA
Registration Number:	797936	DEL-TANGULAR

<b>CORRESPONDENCE DATA</b>
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CH \$315.00 1901861

Fax Number: (212)969-2900  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212.969.4138  
Email: jarias@proskauer.com  
Correspondent Name: Juan C. Arias  
Address Line 1: 1585 Broadway  
Address Line 2: Proskauer Rose LLP  
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	49387-002
NAME OF SUBMITTER:	Juan C. Arias
Signature:	/Juan C. Arias/
Date:	11/10/2005

**Total Attachments: 8**

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**EXECUTION COPY**

**ASSIGNMENT OF TRADEMARKS**

This ASSIGNMENT OF TRADEMARKS, dated as of November 9, 2005 ("Assignment"), by Russell-Stanley Corp., a New Jersey corporation ("RS Corp") and a direct wholly-owned subsidiary of Russell-Stanley Holdings, Inc. ("RSH") and Hunter Drums Limited, a corporation existing under the laws of Ontario, Canada ("Hunter Drums" and together with RS Corp, "Assignor") and a direct wholly-owned subsidiary of RSH, in favor of RSH Acquisition Corp., a Delaware corporation ("Purchaser") and an affiliate of Mauser-Werke GmbH & Co. KG ("Mauser"), Mauser Canada Ltd., a corporation organized under the Laws of New Brunswick, Canada ("Mauser Canada") and an affiliate of Mauser, and Mauser USA Inc. (to be renamed Mauser Corp.), a Delaware corporation ("Mauser USA" and together with the Purchaser and Mauser Canada, the "Assignee") and an affiliate of Mauser.

**WITNESSETH**

**WHEREAS**, Assignor has adopted, used, is using and is the owner of the trademarks and/or service marks and the registrations associated therewith listed on Attachment 1 hereto under the heading U.S. Trademarks (the "U.S. Trademarks") and under the heading Canadian Trademarks (the "Canadian Trademarks" and, together with the U.S. Trademarks, the "Trademarks");

**WHEREAS**, Assignor and the Purchaser are parties to that certain Asset Purchase Agreement, dated as of May 10, 2005 (the "Asset Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, the Trademarks and the goodwill connected with and symbolized thereby, among other assets;

**WHEREAS**, pursuant to the Asset Purchase Agreement, with respect to any trademark or service mark applications included in the Trademarks that are filed on the basis of Assignor's "intent to-use" such trademarks of service marks, the Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, the portion of the business to which those trademarks and service marks apply (which business is ongoing and existing); and

**WHEREAS**, pursuant to Section 8.11 of the Asset Purchase Agreement, on November 3, 2005, the Purchaser assigned (a) all of its rights, interests and obligations under the Purchase Agreement related to the Canadian Business and the Canadian Purchased Assets to Mauser Canada and (b) all of its

rights, interests and obligations under the Purchase Agreement related to the U.S. Business and the U.S. Purchased Assets to Mauser USA.

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, transfer, set over, and deliver to Assignee all of Assignor's right, title, and interest in and to: (i) (A) as of the date hereof, the U.S. Trademarks and (B) as of November 10, 2005, the Canadian Trademarks, (ii) (A) as of the date hereof, the goodwill of the business connected with the use of and symbolized by the U.S. Trademarks and (B) as of November 10, 2005, the goodwill of the business connected with the use of and symbolized by the Canadian Trademarks, (iii) all causes of actions, claims and demands for, or arising from any infringement, including past infringement, of the Trademarks and (iv) all rights corresponding thereto throughout the world, all upon the terms and subject to the conditions set forth in the Confirmation Order and the Canadian Court Orders (each as defined in the Asset Purchase Agreement).

Assignor further agrees, without further consideration, to cooperate with the Assignee and to execute and deliver, or use its reasonable best efforts to cause to be executed and delivered, all such other instruments, including instruments of conveyance, assignment and transfer, and to take all such other actions as the Assignee may reasonably request from time to time, consistent with the terms of this Assignment and the Asset Purchase, in order to effectuate the provisions and purposes of this Assignment and the transactions contemplated hereby and to permit Assignee to be duly recorded as the registered owner and proprietor of the rights hereby conveyed.

Assignee is hereby granted a limited power of attorney to execute and deliver such further assignments and other lawful documents on behalf of the Assignor following its final dissolution or the completion of its wind-up. This power of attorney is coupled with an interest and is irrevocable.

All capitalized terms used, but not defined herein, shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

This Assignment may be executed in two or more counterparts (including by means of facsimile), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Assignment by facsimile shall be effective as delivery of a manually executed counterpart of this Assignment.

This Assignment shall be governed by and construed in accordance with the laws of the State of New York without regard to the rules of conflict of laws

of the State of New York (other than Section 5-1401 of the General Obligations Law of the State of New York) or any other jurisdiction that would require the application of any other jurisdiction's laws.

*[Remainder of page is intentionally left blank]*

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

**ASSIGNOR:**

**RUSSELL-STANLEY CORP.**

By: Elizabeth G. Miller  
Name: Elizabeth G. Miller  
Title: Vice President Finance, Treasurer and Secretary

**HUNTER DRUMS LIMITED**

By: Elizabeth G. Miller  
Name: Elizabeth G. Miller  
Title: Vice President Finance, Treasurer and Secretary

**Acknowledged and Accepted:**

**ASSIGNEE:**

**RSB ACQUISITION CORP.**

By: \_\_\_\_\_  
Name:  
Title:

**MAUSER USA INC.**

By: \_\_\_\_\_  
Name:  
Title:

**MAUSER CANADA LTD.**

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

**ASSIGNOR:**

**RUSSELL-STANLEY CORP.**

By: \_\_\_\_\_

Name:

Title:

**HUNTER DRUMS LIMITED**

By: \_\_\_\_\_

Name:

Title:

**Acknowledged and Accepted:**

**ASSIGNEE:**

**RSH ACQUISITION CORP.**

By: \_\_\_\_\_

Name:

Title:

**MAUSER USA INC.**

By: \_\_\_\_\_

Name:

Title:

**MAUSER CANADA LTD.**

By: \_\_\_\_\_

Name:

Title:

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

**ASSIGNOR:**

**RUSSELL-STANLEY CORP.**

By: \_\_\_\_\_  
Name:  
Title:

**HUNTER DRUMS LIMITED**

By: \_\_\_\_\_  
Name:  
Title:

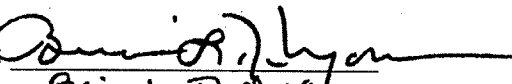
**Acknowledged and Accepted:**

**ASSIGNEE:**

**RSH ACQUISITION CORP.**

By: \_\_\_\_\_  
Name:  
Title:

**MAUSER USA INC.**

By:   
Name: Brian L. Demoura  
Title: Pres. & CEO

**MAUSER CANADA LTD.**


By: \_\_\_\_\_  
Name:  
Title:



STATE OF New York )  
 ) SS.  
COUNTY OF New York )

I, a notary public, in and for the county and state aforesaid, do hereby certify that Elizabeth G. Miller personally known to me to be the VP Finance, Treas. + Secy of Russell-Stanley Corp., a New Jersey corporation, appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument as his/her free and voluntary act and as the free and voluntary act of said corporation pursuant to authority granted to him/her by the board of directors of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this \_\_\_ day of \_\_\_\_\_, 2005.

  
Notary Public

My commission expires: June 30, 2007

RONALD CARLTON  
Notary Public, State of New York  
No. 01CA4841982  
Qualified in Kings County  
Commission Expires June 30, 2007

ATTACHMENT 1 TO ASSIGNMENT OF TRADEMARKS

REGISTERED  
TRADEMARKS AND APPLICATIONS

U.S. TRADEMARKS

RS Corp (to be assigned to Mauser USA Inc. (to be renamed Mauser Corp.):

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Reg. No. / (App. No.)</u>	<u>Issued / (Date App.)</u>
U.S.	R.S.V.P.	1,901,861	6/27/1995
U.S.	Russell-Stanley Vantage Program	1,904,590	7/11/1995
U.S.	Russell-Stanley	1,914,502	8/29/1995
U.S.	Container Care System	2,163,399	6/9/1998
U.S.	Container Care Plus	2,536,238	2/5/2002
U.S.	CMS	2,073,538	6/24/1997
U.S.	Deldrum	2,819,363	3/2/2004
U.S.	Delcon	2,819,362	3/2/2004
U.S.	Delex	1,325,859	3/19/1985
U.S.	Delkit	0,782,632	1/16/1965
U.S.	Del-loc Extra	2,819,364	3/2/2004
U.S.	Del-Tangular	0,797,936	10/26/1965

CANADIAN TRADEMARKS

Hunter Drums (to be assigned to Mauser Canada Ltd.):

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Reg. No. / (App. No.)</u>
Canada	Polycon	TMA 327,467
Canada	United Stakes	TMA 417,408