TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PELSTAR, LLC		01/09/2006	LIMITED LIABILITY COMPANY: ILLINOIS

RECEIVING PARTY DATA

Name:	RUBBERMAID INCORPORATED
Street Address:	10B GLENLAKE PKWY, SUITE 600
Internal Address:	LEGAL DEPARTMENT
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	74023570	FREIGHTMASTER
Serial Number:	73601177	P
Serial Number:	75821271	PELOUZE
Serial Number:	73600853	PELOUZE
Serial Number:	71569272	VIKING
Serial Number:	76548759	VIKING
Serial Number:	72296191	ZEPHYR

CH $190.00 74023570

CORRESPONDENCE DATA

Fax Number: (630)481-1699

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 630.481.1685

Email: zee.darby@newellco.com

Correspondent Name: Zakkiyya "Zee" Darby

Address Line 1:	2707 BUTTERFIELD ROAD, SUITE 100
Address Line 4:	OAK BROOK, ILLINOIS 60523

ATTORNEY DOCKET NUMBER:	PELSTAR ASSIGNMENT
NAME OF SUBMITTER:	Zakkiyya "Zee" Darby
Signature:	/ZPD/
Date:	05/04/2006

Total Attachments: 9
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ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

This ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS (this "Assignment") dated as of the date below, is made by and between PELSTAR, LLC, an Illinois limited liability company ("Seller"), and RUBBERMAID INCORPORATED, an Ohio corporation, ("Purchaser").

WHEREAS, Seller and Purchaser have entered into an Asset Purchase Agreement dated January **[•]**, 2006 (the "Purchase Agreement"); and

WHEREAS, under the Purchase Agreement, Purchaser agreed to purchase the Business (as that term is defined in the Purchase Agreement) of Seller; and

WHEREAS, in conducting the Business, Seller has acquired an interest in certain Business IP (as defined in the Purchase Agreement) to be transferred to Purchaser under the terms of the Purchase Agreement; and

WHEREAS, Seller is the owner of all right, title and interest in and to various United States federal and state trademark and service mark registrations and applications that are included in the Business IP (collectively, the "Domestic Trademarks"), including, but not limited to, the federal registrations and applications listed in Schedule A; and

WHEREAS, outside the United States of America Seller is the owner of all right, title and interest in and to various foreign trademark and service mark registrations and applications that are included in the Business IP (collectively, the "Foreign Trademarks"), including the foreign trademark and service mark registrations and applications listed in Schedule A; and

WHEREAS, in the United States of America, Seller is the owner of all right, title and interest in and to various ideas, inventions, foreign patents and utility models and applications therefor that are included in the Business IP, including the patents and utility models and applications therefor listed in Schedule B hereto, and all reissues, divisions, continuations, continuations-in-parts, extensions, and reexaminations thereof or thereon (collectively, the "Domestic Patents");

WHEREAS, outside the United States of America, Seller is the owner of all right, title and interest in and to various ideas, inventions, foreign patents and utility models and applications therefor that are included in the Business IP, including the foreign patents and utility models and applications therefor listed in Schedule B hereto, and all reissues, divisions, continuations, continuations-in-parts, extensions, and reexaminations thereof or thereon (collectively, the "Foreign Patents"); and

WHEREAS, Seller is the owner of certain right, title and interest in and to various copyrights, trade dress, know-how, trade secrets, unregistered trademarks, service marks and tradenames and other similar proprietary rights that are included in the Business IP, including the domain names listed in Schedule C hereto, and required to be transferred under the Purchase Agreement (collectively, the "Other IP Assets"); and

WHEREAS, Purchaser is desirous of acquiring all of Seller's right, title and interest in and to all Domestic Trademarks, Foreign Trademarks, Domestic Patents, Foreign Patents and the Other IP Assets (collectively, the "ASSETS"), and Seller has promised, in the Purchase Agreement, to cause the same to be assigned; and

NOW, THEREFORE, for ten dollars (US $10.00) and other valuable and legally sufficient consideration, including the consideration set forth in the Purchase Agreement, acknowledged by the Seller to have been received in full:

1. The Seller does hereby sell, convey, assign and transfer to Purchaser the 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 Purchaser as fully and entirely as the same would have been held and enjoyed by Seller if this Assignment and sale had not been made.

2. The Seller hereby covenants and agrees that it will, in accordance with the terms of the Purchase Agreement, execute and deliver, or cause to be executed and delivered, all such documents and instruments and will take, or cause to be taken all such further or other actions reasonably required to effect this Assignment, including executing and delivering any country-specific assignments necessary to record transfer of title hereunder.

3. The terms and covenants of this Assignment shall inure to the benefit of the Purchaser, its successors and assigns and other legal representatives, and shall be binding upon the Seller, its successors, legal representatives and assigns.

4. The Seller hereby requests that the appropriate patent, trademark or other government offices record this Assignment and issue a new certificate of registration in the Purchaser's name.

5. This Assignment does not (i) convey any rights of Seller other than those required to be transferred under the Purchase Agreement, (ii) create any obligations for Seller in addition to those provided under the Purchase Agreement, or (iii) relieve Seller of any obligations under the Purchase Agreement.

* * *

TRADEMARK
REEL: 003302 FRAME: 0505

IN TESTIMONY WHEREOF, the parties have executed this Assignment Of Intellectual Property Assets this 9 day of January, 2006.

SELLER
PELSTAR, LLC

By:_____

Its:_____

STATE OF)
) SS:
COUNTY OF)

On this ___ day of January, 2006, before me appeared _____, who, being by me duly sworn, did say that he/she is the _____ of SELLER, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS ("Assignment"), and acknowledged to me that he/she signed and delivered the foregoing Assignment on behalf of and pursuant to authority from such company and that the foregoing Assignment was a free and voluntary act and deed.

Notary Public _____

My commission expires:_____

PURCHASER
RUBBERMAID INCORPORATED

By: [signature]

Its: Vice President-General Counsel

STATE OF Georgia)
) SS:
COUNTY OF Fulton)

On this 6th day of January, 2006, before me appeared Dale L. Matschullat, who, being by me duly sworn, did say that he/she is the _____ of PURCHASER, a corporation of the State of Ohio, and personally known to me to be the same person whose name is subscribed to the foregoing ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS ("Assignment"), and acknowledged to me that he/she signed and delivered the foregoing Assignment on behalf of and pursuant to authority from such corporation and that the foregoing Assignment was a free and voluntary act and deed.

Notary Public [signature]

My commission expires: 3/16/2008

CHRISTINE E. VOGT
NOTARY PUBLIC
DEKALB COUNTY, GA
My Commission Expires March 16, 2008

IN TESTIMONY WHEREOF, the parties have executed this Assignment Of Intellectual Property Assets this 9 day of January, 2006.

SELLER
PELSTAR, LLC

By: _____

Its: SVP

STATE OF)
) SS:
COUNTY OF)

On this 9 day of January, 2006, before me appeared DAN MAGUIRE, who, being by me duly sworn, did say that he/she is the SVP of SELLER, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS ("Assignment"), and acknowledged to me that he/she signed and delivered the foregoing Assignment on behalf of and pursuant to authority from such company and that the foregoing Assignment was a free and voluntary act and deed.

Notary Public Kathryn Fordel

My commission expires: 4/21/2007

OFFICIAL SEAL
KATHRYN M FORDEL
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 04-21-07

PURCHASER
RUBBERMAID INCORPORATED

By: _____

Its: _____

STATE OF)
) SS:
COUNTY OF)

On this ___ day of January, 2006, before me appeared _____, who, being by me duly sworn, did say that he/she is the _____ of PURCHASER, a corporation of the State of Ohio, and personally known to me to be the same person whose name is subscribed to the foregoing ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS ("Assignment"), and acknowledged to me that he/she signed and delivered the foregoing Assignment on behalf of and pursuant to authority from such corporation and that the foregoing Assignment was a free and voluntary act and deed.

Notary Public _____

My commission expires: _____

SCHEDULE A
(2 Pages Attached)

DOMESTIC TRADEMARKS AND APPLICATIONS

Trademark	Country	Appl./Reg. No.	Appl./Reg. Date
Freightmaster	United States	1676318	02/18/1992
P (Scale Design)	United States	1428214	02/10/1987
Pelouze	United States	1421785	12/23/1986
Pelouze	United States	2385549	09/12/2000
Pelstar (design)	United States	78/710877	10/12/2004
Pro Plus	United States	2892970	10/12/2004
Viking	United States	0523170	03/28/1950
Viking (and design)	United States	2949303	05/10/2005
Zephyr	United States	0866290	03/11/1969

FOREIGN TRADEMARKS AND APPLICATIONS

Trademark	Country	Appl./Reg. No.	Appl./Reg. Date
Pelouze	Australia	A622251	02/09/1994
Pelouze	Benelux	0545586	02/15/2004
Pelouze	Brazil	817699449	11/07/1995
Pelouze	Canada	TMA394951	02/28/1992
Pelouze	Canada	TMA403052	09/25/1992
Pelouze	China	812695	02/07/1996
Pelouze	China	812602	02/07/1996
Pelouze	China	812696	02/07/1996
Pelouze	Columbia	159583	05/29/2004
Pelouze	Czech Republic	190375	02/07/2004
Pelouze	Denmark	VR 1994 02896	05/06/2004
Pelouze	European Union	A172551	02/02/1999
Pelouze	France	94502893	06/22/2004
Pelouze	Germany	2085988	01/31/1994
Pelouze	Hong Kong	09863/1995	11/28/1995
Pelouze	Hungary	M0501268	04/06/2005
Pelouze	Ireland	A161655	12/18/1995
Pelouze	Israel	90933	12/31/1995
Pelouze	Italy	682357	01/19/2004
Pelouze	Japan	3228067	11/29/1996
Pelouze	Mexico	456137	02/15/2004
Pelouze	New Zealand	234189	01/24/1997
Pelouze	Norway	166405	01/05/2005
Pelouze	Republic of Korea	313363	05/15/2005
Pelouze	Slovakia	178150	02/11/1994
Pelouze	South Africa	1994/01492	02/14/1994
Pelouze	Spain	1801303	02/01/1994

Trademark	Country	Appl./Reg. No.	Appl./Reg. Date
Pelouze	Sweden	261750	11/11/2004
Pelouze	Switzerland	420392	01/31/1994
Pelouze	Thailand	581349	02/11/2005
Pelouze	United Kingdom	1562005	02/10/1991
Pelouze	Uruguay	267945	05/17/1996
Pelouze	Venezuela	183562	01/05/1996
Pelouze	Greece	150870	08/17/2005

SCHEDULE B
(2 Pages Attached)

DOMESTIC PATENTS

PATENT NUM.	TYPE	TITLE	CTRY	STATUS	FILING DATE	ISSUE/PUB DATE	EXPIRATION DATE
D300,124	Design	Weigh Scale	US	Expired	07/19/1985	03/07/1989	03/07/2003
D507,199	Design	Digital Rate Calculating Postage Scale	US	Issued	10/22/2004	07/12/2005	07/12/2019
D331,372	Design	Weigh Scale	US	Issued	07/22/1991	12/01/1992	12/01/2006
D300,517	Design	Dieting Scale or the Like	US	Expired	08/06/1986	04/04/1989	04/04/2003
D497,560	Design	Digital Rate Calculating Postage Scale	US	Issued	02/28/2003	10/26/2004	10/26/2018
D313,565	Design	Weight Scale Module	US	Expired	01/16/1990	01/08/1991	01/08/2005
D490,735	Design	Keypad for a Digital Rate Calculating Postage Scale	US	Issued	02/28/2003	06/01/2004	06/01/2018
D307,873	Design	Domestic Scale Weight Display Module	US	Expired	10/12/1989	05/15/1990	05/15/2004
4,724,914	Utility	Weighing Scale Having a Shock-Absorbing Transducer Support	US	Issued	08/17/1987	02/16/1988	08/17/2007
4,778,017	Utility	Weighing Scale Having a Shock-Absorbing Platform Support	US	Issued	01/11/1988	10/18/1988	10/18/2008
5,050,694	Utility	Adjustable Platform Stand for a Weigh Scale	US	Issued	02/26/1990	09/24/1991	09/24/2011
5,097,915	Utility	Postal Rate Device	US	Issued	10/26/1990	03/24/1992	03/24/2012
6,960,730	Utility	Downloadable Digital Rate Calculating Scale	US	Issued	02/28/2003	11/01/2005	02/28/2023

DOMESTIC PATENT APPLICATIONS

APPL. NUM.	TYPE	TITLE	CTRY	STATUS	FILING DATE	ISSUE/PUB DATE	EXPIRATION DATE
29/189,433	Design	Measuring Device	US	Pending	09/04/2003		
29/200,632	Design CIP	Measuring Device	US	Allowed	03/02/2004		
60/548,712	Prov.	Dial Scale	US	Formalized	02/27/2004		

FOREIGN PATENTS

PATENT NUM.	TYPE	TITLE	CTRY	STATUS	FILING DATE	ISSUE/PUB DATE	EXPIRATION DATE
475127	Design	Measuring Device	China	Issued	03/04/2004	09/07/2005	03/04/2014

FOREIGN PATENT APPLICATIONS

APPL. NUM.	TYPE	TITLE	CTRY	STATUS	FILING DATE	ISSUE/PUB DATE	EXPIRATION DATE
20053001859 6.x	Design Div	Measuring Device	China	Pending	07/05/2005		
00149505/1-10	Design	Measuring Device	Europe	Accepted	03/04/2004		
2005/006414	Utility	Dial Scale	PCT	Published	02/28/2005		

SCHEDULE C

DOMAIN NAMES

www.pelouze.com
www.pelouzefoodservice.com
www.pelouze.net
www.pelouze.biz

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