

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	06/18/2007

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
UNITED METAL RECEPTACLE CORPORATION		06/18/2007	CORPORATION: PENNSYLVANIA

**RECEIVING PARTY DATA**

Name:	RUBBERMAID COMMERCIAL PRODUCTS LLC
Street Address:	10B GLENLAKE PKWY, SUITE 600
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	3255008	STREET MEDIA SERIES
Registration Number:	2221252	SMOKERS' STATION
Registration Number:	2177838	UNITED RECEPTACLE
Registration Number:	1978519	UNI-KOAT
Registration Number:	1372584	THE DEFENDERS
Registration Number:	1370169	FIRE FIGHTER
Serial Number:	78815637	ARCHITEK BY HOWARD
Serial Number:	78815580	DURATONE
Serial Number:	77037273	ECLIPSE
Serial Number:	77125084	AVENUE BY HOWARD

**CORRESPONDENCE DATA**

CH \$265.00 3255008

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 P. DARBY  
Address Line 1: 2707 BUTTERFIELD ROAD  
Address Line 4: OAK BROOK, ILLINOIS 60563

ATTORNEY DOCKET NUMBER:	RN052340/RCL
NAME OF SUBMITTER:	ZAKKIYYA P. DARBY
Signature:	/ZPD/
Date:	11/07/2007

Total Attachments: 3  
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## ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

WHEREAS, United Metal Receptacle Corporation, a Pennsylvania corporation ("Assignor"), Rubbermaid Commercial Products LLC, a Delaware limited liability company ("Assignee"), and the shareholders of Assignor have entered into an Asset Purchase Agreement dated as of June 19, 2007 (the "Purchase Agreement");

WHEREAS, capitalized terms used but not defined herein shall have the meanings given them in the Purchase Agreement;

WHEREAS, under the Purchase Agreement, Assignee agreed, among other things, to purchase substantially all of the assets of Assignor;

WHEREAS, Assignor 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 therefor that are used, held for use or intended to be used in the operation or conduct of the Business (collectively, the "Trademarks"), including, but not limited to, the federal registrations and applications listed in **Schedule A**;

WHEREAS, Assignor 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 used, held for use or intended to be used in the operation or conduct of the Business, including the patents and applications therefor listed in **Schedule B** hereto, and all reissues, divisions, continuations, continuations-in-parts, extensions, and reexaminations thereof or thereon (collectively, the "Patents");

WHEREAS, Assignor 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 used, held for use or intended to be used in the operation or conduct of the Business and required to be transferred under the Purchase Agreement, including the domain names listed in **Schedule A** (collectively, the "Other IP Assets"); and

WHEREAS, Assignee is desirous of acquiring all of Assignor's interest in the Trademarks, Patents and Other IP Assets (the "Assigned Intellectual Property"), and Assignor has agreed, in the Purchase Agreement, to assign the same;

NOW, THEREFORE, for ten dollars (US \$10.00) and other valuable and legally sufficient consideration, including the consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged by Assignor:

1. The Assignor does hereby sell, convey, assign and transfer to Assignee the entire right, title and interest in, to and under all Assigned Intellectual Property, together with the goodwill of the business symbolized by such Assigned Intellectual Property and all rights and privileges granted and secured thereby, including the full right to sue for past, present or future infringement of such Assigned Intellectual Property, 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, such other instruments of conveyance, assignment, transfer and delivery, and will take such other actions, as Assignee may reasonably request in order to more effectively transfer, convey, assign and deliver to Assignee any of the Assigned Intellectual Property, or to enable Assignee to exercise and enjoy all

rights and benefits of the Assignor with respect thereto, including execution of any country-specific assignments necessary to record transfer of title.

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.

*[Signature page follows.]*

IN TESTIMONY WHEREOF, Assignor has executed this Assignment Of Intellectual Property Assets this 18<sup>th</sup> day of June 2007.

UNITED METAL RECEPTACLE CORPORATION

RUBBERMAID COMMERCIAL PRODUCTS LLC

By: [Signature]  
Name: RICHARD W. WISS  
Its: President

By: RUBBERMAID INCORPORATED  
Its: Sole Member  
By: [Signature]  
Name: John K. Stipanovich  
Its: Asst. General Secretary

STATE OF PENNSYLVANIA )  
COUNTY OF PHILADELPHIA ) SS:

STATE OF NC )  
COUNTY OF Wake ) SS:

On this 18<sup>th</sup> day of June, 2007, before me appeared Richard Wiss, who, being by me duly sworn, did say that Wiss is the President of ASSIGNOR, a corporation of the State of Pennsylvania, 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.

On this 18<sup>th</sup> day of June, 2007, before me appeared John K. Stipanovich, who, being by me duly sworn, did say that Stipanovich is the Secretary of Rubbermaid Incorporated, an Ohio corporation, and that said corporation is the sole member of ASSIGNEE, a limited liability company of the State of Delaware, 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]

Notary Public: [Signature]

My commission expires: 05-30-2010  
NOTARIAL SEAL  
DARLENE E. McBRIDE, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires May 30, 2010

My commission expires: 12-8-07