

## 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
Mirro Operating Company LLC		08/16/2006	LIMITED LIABILITY COMPANY: DELAWARE

## RECEIVING PARTY DATA

Name:	SEB S.A.
Street Address:	Z.I. des Granges
Internal Address:	BP89
City:	74150 Rumilly
State/Country:	FRANCE
Entity Type:	CORPORATION: FRANCE

Name:	Groupe SEB USA
Street Address:	1 Boland Drive
City:	West Orange
State/Country:	NEW JERSEY
Postal Code:	07052
Entity Type:	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2245619	FOLEY

## CORRESPONDENCE DATA

Fax Number: (412)471-4094

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

Phone: 412-471-8815

Email: webblaw@webblaw.com

Correspondent Name: The Webb Law Firm

Address Line 1: 436 Seventh Avenue

OP \$40.00 2245619

900091706

TRADEMARK  
REEL: 003659 FRAME: 0079

Address Line 2: 700 Koppers Building  
Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER: 5363-063365

**DOMESTIC REPRESENTATIVE**

Name: The Webb Law Firm  
Address Line 1: 436 Seventh Avenue  
Address Line 2: 700 Koppers Building  
Address Line 4: Pittsburgh, PENNSYLVANIA 15219

NAME OF SUBMITTER: Kent E. Baldauf

Signature: /kent e baldauf/

Date: 11/12/2007

Total Attachments: 5  
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## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

Our File 5363-063365

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies):

Mirro Operating Company LLC  
1115 West 5<sup>th</sup> Avenue  
Lancaster, OH 43130

- ☐ Individual(s)      ☐ Association  
☐ General Partnership      ☐ Limited Partnership

☒ Corporation-State: Delaware

☐ Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached? ☐ Yes ☒ No

### 3. Nature of conveyance/Execution Date(s):

Execution Date(s) 16 August 2006

- ☒ Assignment      ☐ Merger  
☐ Security Agreement      ☐ Change of Name  
☐ Other \_\_\_\_\_

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

Additional names, addresses, or citizenship attached: ☐ Yes  
☒ No

(1) Name: SEB S.A.

Address: Z.I. des Granges

BP 89

74150 Rumilly, FRANCE

☒ Corporation      Citizenship: France  
and

(2) Name: Groupe SEB USA

1 Boland Drive

West Orange, NJ

☐ Association      Citizenship \_\_\_\_\_

☐ General Partnership      Citizenship \_\_\_\_\_

☐ Limited Partnership      Citizenship \_\_\_\_\_

☒ Corporation      Citizenship Delaware

☐ Other \_\_\_\_\_ Citizenship \_\_\_\_\_

### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,245,619 for FOLEY

Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Kent E. Baldauf

Internal Address: The Webb Law Firm

Street Address: 700 Koppers Building

436 Seventh Avenue

City: Pittsburgh

State: PA      ZIP: 15219

Phone Number: 412-471-8815

Fax Number: 412-471-4094

Email Address: webblaw@webblaw.com

### 6. Total number of applications and registrations involved:

1

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40

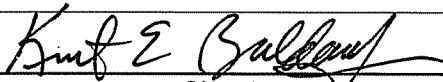
- ☒ Authorized to be charged by credit card  
☐ Authorized to be charged to deposit account  
☐ Enclosed

### 8. Payment Information:

a. Credit Card      Last 4 Numbers 1059  
Expiration Date 08/10

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

### 9. Signature:



Signature

Kent E. Baldauf, Reg. No. 25,826

Name of Person Signing

November 12, 2007

Date

Total number of pages including cover  
sheet, attachments, and document

5

Documents to be recorded (including cover sheet) should be faxed to 571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 003659 FRAME: 0081

## ASSIGNMENT OF INTANGIBLE PROPERTY

Mirro Acquisition Inc., a Delaware corporation, Mirro Operating Company LLC, a Delaware limited liability company and Mirro Puerto Rico, Inc., a corporation organized under the laws of the Commonwealth of Puerto Rico, each a Debtor and Debtor in Possession under Case No. 06-10340 in the Bankruptcy Court (the "**Debtors**") and 690649 BC Ltd., a British Columbia company (collectively with the Debtors, the "**Assignor**") are executing this Assignment of Intangible Property (the "**Assignment**") in favor of SEB S.A., a company incorporated under the laws of France, and Groupe SEB USA, a Delaware corporation (collectively, the "**Assignee**"), with respect to the following facts and circumstances:

(A) Assignor and Assignee have heretofore entered into that certain Asset Purchase Agreement dated August 7, 2006 (the "**Agreement**"). Except for terms specifically defined in this Assignment, the capitalized terms used in this Assignment shall have the same meanings as such terms when used in the Agreement.

(B) Concurrently with the execution and delivery of this Assignment, Assignor and Assignee are consummating the transactions contemplated by the Agreement. Pursuant to Sections 3.3.3 and 3.4.3 of the Agreement, Assignor and Assignee are required to mutually execute and deliver this Assignment at the Closing.

**NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION**, the receipt and sufficiency of which Assignor hereby expressly acknowledges, to the extent of their respective interests therein, each entity comprising Assignor hereby assigns, conveys, transfers and sets over unto Assignee, all of its right, title and interest (including any and all goodwill), if any, in and to all Intangible Property, including, without limitation, subject to the express limitations set forth in the Agreement, their respective right, title and interest in and to the items of intangible property (and any associated goodwill) described on Schedule 1 hereto. This Assignment shall inure to the benefit of, and be binding upon, the successors, executors, administrators, legal representatives and assigns of Assignor and Assignee.

Notwithstanding anything to the contrary herein, the parties comprising Assignor are executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Agreement (including, without limitation, the exclusions set forth in Section 1.2 of the Agreement and the acknowledgement and disclaimer set forth in Section 7 thereof).


In the event that Assignor or Assignee brings an action or other proceeding to enforce or interpret the terms and provisions of this Assignment, the prevailing party in that action or proceeding shall be entitled to have and recover from the non-prevailing party all such fees, costs and expenses (including, without limitation, all court costs and reasonable attorneys' fees) as the prevailing party may suffer or incur in the pursuit or defense of such action or proceeding.

This Assignment shall be governed by and construed and enforced in accordance with the laws of Delaware

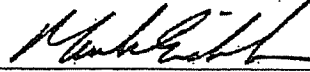
IN WITNESS WHEREOF, Assignor has executed this Assignment as of the 16 of August, 2006.

**ASSIGNOR:**

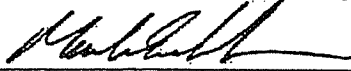
**MIRRO ACQUISITION INC.,**  
a Delaware corporation and  
Chapter 11 Debtor and Debtor in Possession

By:   
Name: Mark Eichhorn  
Title: President

**MIRRO OPERATING COMPANY LLC,**  
a Delaware limited liability company and  
Chapter 11 Debtor and Debtor in Possession

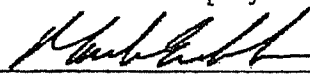
By:   
Name: Mark Eichhorn  
Title: President

**MIRRO PUERTO RICO, INC.,**  
a corporation organized under the laws of the  
Commonwealth of Puerto Rico and  
Chapter 11 Debtor and Debtor in Possession

By:   
Name: Mark Eichhorn

Title: President

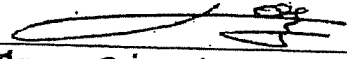
**690649 BC, LTD.,**  
a British Columbia company

By:   
Name: Mark Eichhorn  
Title: President

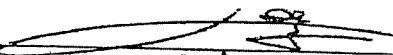
SIGNATURES CONTINUED ON NEXT PAGE

SIGNATURES CONTINUED FROM PRIOR PAGE

SEB S.A., a company incorporated  
under the laws of France

By:   
Name: Jean-Pierre LAC  
Its: Senior Executive Vice President, France

GROUPE SEB USA, a Delaware corporation

By:   
Name: Jean-Pierre LAC  
Its: Director

## Schedule 1

FAST PACK	Mexico		Registered	177048	01-Sep-1993	504565	22-Sep-1995	20 Int.	SHIPPING AND DISPLAY MERCHANDISER FOR COOKWARE
FIREFRY	Canada		Registered	416471	13-Oct-1977	239284	18-Jan-1980		HAMBURGER SANDWICH COOKERS
FLOWER GARDEN	Mexico		Registered	323398	23-Feb-1998	574689	31-Mar-1998	21 Int.	ALL GOODS IN CLASS 21
FOLEY	Mexico		Registered	330966	29-Apr-1998	593774	26-Nov-1998	21 Int.	ALL GOODS IN CLASS 21
FOLEY	United States of America		Registered	75/382917	31-Oct-1997	2245619	18-May-1999	21 Int.	COOKWARE SETS, NAMELY, FRYING PANS, SAUTE PANS AND SAUCE PANS; KITCHEN TOOLS AND GADGETS, NAMELY, FOOD MILLS, SPATULAS, TONGS, FLOUR SIFTERS, NON-ELECTR JUICERS, BASTERS, ROLLING PINS, STRAINERS, POTATO MASHERS, SLOTTED SPOONS AND SERVING FORK
FOOD MILL	United States of America		Registered	71/532581	27-Aug-1947	532648	31-Oct-1950	21 Int.	21
FOREVER	Mexico		Registered	309138	29-Sep-1997	564210	25-Nov-1997	21 Int.	ALL GOODS IN CLASS 21
FOREVER	United States of America		Abandoned	75/268965	03-Apr-1997			21 Int.	COOKWARE, NAMELY, POTS AND PAN
FOREVER (IN CHINESE CHARACTERS)	Taiwan		Unfiled						
GET A GRIP	Canada		Published	1031873	08-Oct-1999				COOKWARE, NAMELY, POTS AND PAN
GET A GRIP	Mexico		Registered	396787	27-Oct-1999	644808	29-Feb-2000	21 Int.	ALL GOODS IN CLASS 21
GET A GRIP	United States of America		Registered	76/399294	23-Apr-2002	3011727	01-Nov-2005	21 Int.	COOKWARE, NAMELY, METAL COOKING PANS, POTS, POT LIDS AND COVERS

TRADEMARK