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'O:CHERYL L. CHADWICK COMPANY:ONE BIC WAY

TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1 05/20/2011 900192349

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

CONVEYING PARTY DATA

	Formerly	Execution Date	Entity Type
Sologear, LLC	LC .	1104/26/2011	LIMITED LIABILITY
' '			COMPANY:

RECEIVING PARTY DATA

Name:	BIC Corporation	
Street Address:	One BIC Way	
City:	Shelton	
State/Country:	CONNECTICUT	
Postal Code:	06484	
Entity Type:	CORPORATION: Connecticut	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
	3588470	FLAMEDISK
Registration Number:	3558930	ugo

CORRESPONDENCE DATA

Fax Number:

(203)783-2108

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

Phone:

203-783-2000

Email:

Ruth.Thompson@bicworld.com

Correspondent Name: Address Line 1:

Cheryl L. Chadwick

One BIC Way

Address Line 4:

Shelton, CONNECTICUT 06484

ATTORNEY DOCKET NUMBER:	SOLOGEARASSN-TM-UGO/FLAME
NAME OF SUBMITTER:	Cheryl L. Chadwick
Signature:	/020853/

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Date:	05/18/2011	
Total Attachments: 16		
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O:CHERYL L. CHADWICK COMPANY:ONE BIC WAY

Execution

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "IP Assignment") is made and entered into as of April 26, 2011, by and between Sologear, LLC, a Wisconsin limited liability company (the "Assignor"), and BIC Corporation, a Connecticut corporation (the "Assignee").

WITNESSETH

WHEREAS, the Assignor, BIC USA Inc., a Delaware corporation ("BIC USA"), and Sologear Holding Corporation, a Wisconsin corporation, are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Agreement"), pursuant to which the Assignor has agreed to convey, transfer, assign, sell and deliver to BIC USA the Acquired Assets:

WHEREAS, pursuant to the terms and provisions of the Agreement, BIC USA has assigned its right to acquire certain of the Acquired Assets to each of the Assignee and BIC Consumer Products Manufacturing Co., Inc., a Delaware corporation ("BIC CP"), and each of the Assignee and BIC CP are treated as a "Buyer" under the Agreement with respect to the Acquired Assets assigned to each such entity; and

WHEREAS, the Assignor and the Assignee desire to evidence in writing the assignment of the intellectual property rights and intellectual property related to the Business under the Agreement by the Assignor to the Assignee. The term Intellectual Property as used in this IP Assignment shall be deemed to have the same meaning given to it in the Agreement. For the avoidance of doubt, any remaining Intellectual Property included in the Acquired Assets (and not listed on Schedule I hereto) is being assigned to the Assignee pursuant to the Bill of Sale between the Assignor and Assignee.

NOW, THEREFORE, in consideration of the above premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- Section 1. <u>Definitions</u>, Capitalized terms used herein and not otherwise defined herein shall have the meanings given to them in the Agreement.
- Section 2. <u>Assignment by the Assignor</u>. The Assignor hereby conveys, delivers, transfers, assigns, sells and delivers to the Assignee all of its right title and interests in and to:
 - (a) The Assignor's Intellectual Property listed on Schedule I hereto;
- (b) the goodwill of the Assignor's Business connected with the use of, and as symbolized by, such Intellectual Property; and
- (c) all claims for damages by reason of past infringement thereof, whether arising prior to or subsequent to the date of this IP Assignment with the right to sue for, and collect the same, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, and in any other jurisdiction, in each case, (i) free and clear of all Liens, except for Permitted Liens (or a valid leasehold or

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licensed interest therein in the case of leased or licensed property), subject to and in accordance with the Agreement and (ii) for its own use and benefit and for the use and benefit of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this IP Agreement not been made.

- Section 3. <u>Asset Purchase Agreement</u>. The terms of the Agreement, including but not limited to the representations, warrantics, covenants, agreements and indemnities of Assignor are incorporated herein by reference. The Assignor and the Assignee acknowledge and agree that the representations, warrantics, covenants, agreements and indemnities contained in the Agreement (and the limitation thereon) shall not be superseded hereby but shall remain in full force and effect. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern.
- Section 4. <u>Cooperation</u>. The Assignor shall execute any documents, including assignments of any existing patent, copyright or trademark rights or other forms of protection (including, without limitation, assignments of trademark(s) and assignment of patent(s)), and provide any assistance as is reasonably necessary to transfer the Intellectual Property, including assistance (at the expense of the Assignee) necessary to prepare, file and prosecute a patent application or to effectuate a registration of a copyright or trademark in and of the Intellectual Property in the United States or elsewhere in the world, in the Assignee's name or the name of a third party, as directed by the Assignee. The Assignor shall provide such further assistance as is reasonably required for sustaining, reissuing or extending any patents or any letters patent based on any improvements to the Intellectual Property and shall provide testimony and evidence in cases of enforcement or interference, all at the expense of the Assignee.
- Section 5. No Modification. This IP Assignment shall in no way modify, alter, amend, limit or expand the rights or obligations of any party as provided in the Agreement nor shall it be deemed to create any additional rights or obligations.
- Section 6. <u>Binding Effect</u>. This IP Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- Section 7. Waivers and Amendments. This IP Assignment may be amended, superseded, cancelled, renewed or extended, and the terms hereof may be waived, only by a written instrument signed by each of the parties hereto, or, in the case of a waiver, by the party waiving its respective rights.
- Section 8. <u>No Third Party Beneficiaries</u>. This IP Assignment is for the sole benefit of the parties hereto and is not intended to benefit any other person or entity.
- Section 9. Governing Law. This IP Assignment shall be governed by and construed in accordance with the internal laws of the State of New York applicable to agreements made and to be performed entirely within the State of New York, without regard to the conflicts of law principals thereof.
- Section 10. <u>Headings</u>. The headings of this IP Assignment are for reference only, and shall not affect the interpretation of this IP Assignment.

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Section 11. <u>Counterparts</u>. This instrument may be executed in several original counterparts, each of which shall be deemed to be an original, and all such counterparts shall together constitute one and same document.

[Signature Page Follows]

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'O:CHERYL L. CHADWICK COMPANY:ONE BIC WAY

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment on the date first above written.

ASSIGNOR:

SOLOGEAR, LLC

ASSIGNEE:

BIC CORPORATION

By:

Name: David Kimball

Title: Vice President - Finance

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O:CHERYL L. CHADWICK COMPANY:ONE BIC WAY

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment on the date first above written.

ASSIGNOR:

SOLOGEAR, LLC

By:______Name:
Title:

ASSIGNEE:

BIC CORPORATION

Name: David Kimball

Title: Vice President - Finance

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'O:CHERYL L. CHADWICK COMPANY:ONE BIC WAY

STATE OF Witconow)
STATE OF <u>interior</u>) COUNTY OF <u>Dave</u>) SS:
On this 20 day of April , personally appeared Mork Schweder,
signer and sealer of the foregoing instrument, personally known to me (or satisfactorily proven), who
acknowledged that he, as VP of Sologear, LLC, a Wisconsin limited liability company, is
duly authorized to execute said instrument and further acknowledged the same to be his free act and deed
as VP of Sologcar, LLC, a Wisconsin limited liability company, and the free act and deed
of said company, before me, the undersigned officer.
My Commission Number: STATE OF WISCONSIN

STATE OF)
STATE OF SS: COUNTY OF SS: SS:
On this day of, personally appeared David Kimball, signer and sealer
of the foregoing instrument, personally known to me (or satisfactorily proven), who acknowledged that
e, as Vice President - Finance of BIC Corporation, a Connecticut corporation, is duly authorized to
xecute said instrument and further acknowledged the same to be his or her free act and deed as the Vice
resident - Finance of BIC Corporation, a Connecticut corporation, and the free act and deed of said
ompany, before me, the undersigned officer.
Notary Public

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'O:CHERYL L. CHADWICK COMPANY:ONE BIC WAY

ACKNOWLEDGMENTS

STATE OF)
STATE OF) SS: COUNTY OF)
On this day of, personally appeared
signer and sealer of the foregoing instrument, personally known to me (or satisfactorily proven), wh
acknowledged that he, as of Sologear, LLC, a Wisconsin limited liability company, i
duly authorized to execute said instrument and further acknowledged the same to be his free act and deed
as of Sologear, LLC, a Wisconsin limited liability company, and the free act and deed
of said company, before me, the undersigned officer.
Notary Public
My Commission Number: My Commission Expires:

countrof Fairfield)ss: Shelton
On this 20 day of April , personally appeared David Kimball, signer and sealer
of the foregoing instrument, personally known to me (or satisfactorily proven), who acknowledged that
he, as Vice President - Finance of BIC Corporation, a Connecticut corporation, is duly authorized to
execute said instrument and further acknowledged the same to be his or her free act and deed as the Vice
President - Finance of BIC Corporation, a Connecticut corporation, and the free act and deed of said
company, before me, the undersigned officer.

Notary Public

HEIDE A. FRIES NOTARY PUBLIC MY COMMISSION EXPIRES MAR. 31, 2014

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O:CHERYL L. CHADWICK COMPANY:ONE BIC WAY

SCHEDULE I

Registered patents and patent applications		
Patent / Application Number	Description	Comments
D592,445.	Titled "GRILL PLATE." Covers the unique aesthetic design of the FlameDisk's SmokerPlate and its unique	Issued design patent Issued 5/19/2009.
	geometry that governs combustion rate.	Patent life: 14 years
7,845,344	Titled, "INCLUSIVE SINGLE-USE HEATING DEVICE." FlameDisk utility patent application. Covers the unique structure and apparatus of the product. Drafted independent of fuel type.	Issued December 7, 2010.
12/938,659	Titled, "INCLUSIVE SINGLE-USE HEATING DEVICE" Continuation application from the 7,845,344 patent.	Claims originally not allowed within application 12/038,362 are being filed into continuation application that will be negotiated with USPTO separately.
12/200,570	Titled "SUBSTANTIALLY SOLID FUEL AND METHODS FOR MAKING THE SAME." Fuel utility patent application. Covers the proprietary fuel formulation and process of making the same.	Patent pending. Request for non-publication, thus application is not in public domain.

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Trademark and service mark registrations and applications		
Trademark	Trademark Description	Comments
FLAMEDISK US Reg. No. 3588470	US Federal trademark registration for "Fuels"	Registered. Next Renewal - March 10, 2015. Currently being used.
FLAMEDISK Canadian Trademark Reg. No. 743420	Canadian trademark registration for "Fuels for Cooking"	Next Renewal – July 13, 2021. Currently being used.
UGO Canadian Trademark Reg. No. 735746	Canadian trademark for "Grills used for Cooking; Fuels used for Cooking"	Next Renewal – March 5, 2024. No longer being used.
UGO US Reg. No. 3558930	US Federal trademark registration for "Fuels"	Next Renewal – January 6, 2015. Registered, but no longer being used in marketing.

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Trade Scere	ts	
Trade Secret	Comments/Description	
FlameDisk solidified fuel formulation — N.American	Standard production formulation for FlameDisk in North America, including critical properties for safety (non-melting), performance and processability.	
FlameDisk solidified fuel formulation — Europe	Standard production formulation for FlameDisk in Europe.	
FlameDisk solidified fuel formulation — fuel grade	Formulations utilizing fuel grade ethanol	
Chafing solidified fuel formulation	Formulation for chafing applications.	
Methanol solidified fuel formulation	Formulations utilizing methanol.	
Firestarter solidified fuel formulation	Formulation for firestarter application.	
Indoor ambiance solidified fuel formulation	Formulation for yellow flame preserving indoor air emission profile.	
High and Low Hardness solidified fuel formulation	Formulations developed to increase or decrease the hardness of the fuel relative to the standard commercialized version.	
Colored flame solidified fuel formulation	These are experimental formulations that produce varying colors when burned, which is applicable to outdoor ambiance products desiring unique colors.	
Spark-enhanced flame solidified fuel formulation	Formulations that produce sparkles when burned.	
Fuel manufacturing equipment design concept and set up	The manufacturing equipment invented, custom fabricated and established to produce the fuel formulations using a unique method to simultaneously achieve fuel safety (non-melting), performance, shelf-stability (homogeneous end product) and processability / scalability. Custom development and design of fuel mixing (both static and dynamic) sub-systems. The set up of manufacturing equipment.	
Fuel manufacturing process parameters	Specific process parameters of agitation, timing of additives/ingredients, mixing temperature, holding temperature, dispensing temperature and reactant concentrations; optimization of factors that govern chemical reaction rates; fill	

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Trade Secrets		
	speeds; optimizations to minimize vapor emissions; assembly timing and sequences.	
Fuel manufacturing and dispensing equipment optimization factors	Equipment optimization factors developed, such as material selection, oring types and other factors.	
Assembly process parameters	Assembly process parameters such as optimal dwell time, pressure and temperature setting for heat-sealing; volumetric flow rate and spin rate for application of hermetic gasket.	
Assembly custom equipment design	Custom assembly equipment designed, such as the machine that joins the vessel to the lid subassembly.	
Quality assurance process and procedures	Ongoing quality testing processes relating to safety, hermetic integrity (shelf stability), burn rates, burn times, and general performance.	
Product safety verification framework	Methodology and framework for systematically working through product safety verification testing using FMEA techniques (Failure mode and effects analysis).	
Product commercialization and third-party test results	Product performance testing results, environmental emissions testing, indoor air quality emission testing, warehouse fire safety and classification testing.	
Product design and packaging details	Customized lidding structure that enables adhesion between a metalized polymer label and aluminum components. Release agents used in aluminum component production that are compatible with the chemistry of the fuel and the product's application. Techniques developed for component suppliers of packaging materials to streamline product production and optimize efficiency.	
New product concept sketches	Product concepts that have been sketched and described to varying levels of refinement. These new products include designs relate to disposable grills (which were to be the subject of future patent applications (never prepared)),	

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Trade Secrets	
	FlameDisk variants, firestarters, indoor/outdoor ambiance concepts including outdoor torches, humanitarian and utilitarian cooking applications, FlameDisk grill concepts, and chafing concepts.
New product concept engineering drawings	New product engineering concepts and tooling, engineering documentation to support concepts.
Engineering prototypes	Prototypes for various projects that have been generated during development efforts for new products.
Engineering test results	Product development testing results.
New fuel manufacturing concepts	New techniques for manufacturing solidified alcohols using methods beyond current product production. These include continuous extrusion and rotary casting concepts.
Custom automated production concepts	Automation concepts for both final assembly and heat sealing operations for FlameDisk. Automated fuel production concepts exist from a variety of potential suppliers.
FlameDisk Manufacturing Log	Batch records show quantities of various ingredients along with initial/date accountability to track each batch of fuel for proper formulation tolerance.
Manufacturing Standard Operating Procedures (SOPs)	SOPs in place to train assembly personnel.
R&D Laboratory Notebooks	Lab notebooks containing new product concepts and test results.
Third Party Test Reports	Product performance testing, environmental emissions testing, indoor air quality emission testing, warehouse fire safety and classification testing.
Internal Company Emails	Internal company email which as been archived and backed up, which may include trade secret information relating to the items listed in this schedule herein.
Miscellaneous Project Computer Files	Independent project files that contain test results, analysis and conclusions relating both to current and future products. These could include word processing

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Memoranda of Invention		
Memorandum of Invention dated 04/29/2009 from USPTO	Patent issuance notification for design patent D592,445. Term of patent is 14 years from date of issuance, which is May 19, 2009.	
Memorandum of Invention dated 03/27/2008 to USPTO	Filing Receipt for U.S. Patent Application No. 12/038,362; INCLUSIVE SINGLE-USE HEATING APPARATUS. Filing date February 27, 2008.	
Memorandum of Invention dated 03/27/2008 from USPTO	INCLUSIVE SINGLE-USE HEATING APPARATUS. Filing date February 27, 2008.	
Memorandum of Invention dated 04/22/2008 from USPTO	Patent Cooperation Treaty Filing Receipt. Relates to U.S. Patent Application No. 12/038,362; INCLUSIVE SINGLE-USE HEATING APPARATUS. Filing date February 27, 2008.	
Memorandum of Invention dated 05/05/2009 from USPTO	First office action for FlameDisk utility patent application. (U.S. Patent Application No. 12/038,362; INCLUSIVE SINGLE-USE HEATING APPARATUS) All claims (1-27) are rejected. Response needed by February 6, 2009.	
Memorandum of Invention dated 11/05/2009 to USPTO	Response to first office action, including Inventor's Declaration, written by Chad Sorenson. (U.S. Patent Application No. 12/038,362; INCLUSIVE SINGLE-USE HEATING APPARATUS)	
Memorandum of Invention dated 02/19/2010 from USPTO	Final office action for FlameDisk utility patent application. (U.S. Patent Application No. 12/038,362; INCLUSIVE SINGLE-USE HEATING APPARATUS) Claims 1-5, 7-17, 19-22 and 28-33 is/are pending in the application. Claims 1-3, 5, 7, 8, 12-17, 19 and 28-33 are rejected. Claims 4, 9-11, and 20-22 are objected to.	
Memorandum of Invention dated 07/19/2010 to USPTO	Amendment and request for consideration under 37 CFR § 1.116. (U.S. Patent Application No.	

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Memoranda of Invention		
	12/038,362; INCLUSIVE SINGLE-USE HEATING APPARATUS)	
Memorandum of Invention dated 08/02/2010 from USPTO	Notice of Allowance and Fee(s) Due. (U.S. Patent Application No. 12/038,362; INCLUSIVE SINGLE-USE HEATING APPARATUS) Claims 1-3, 5, 7, 9-11, 13-17 and 20-22 allowed.	
Memorandum of Invention dated 12/01/2008 from USPTO	Filing Receipt for U.S. Patent Application No. 12/200,570 SUBSTANTIALLY SOLID FUEL AND METHODS FOR MAKING THE SAME.	
Memorandum of Invention dated 02/26/2010 from USPTO	Notice that anticipated first office action will be in 12 months, or approximately March 2011 relating to U.S. Patent Application No. 12/200,570 SUBSTANTIALLY SOLID FUEL AND METHODS FOR MAKING THE SAME.	
Memorandum of Invention dated 04/21/2008 from USPTO	Patent Cooperation Treaty Filing Receipt. Relates to U.S. Patent Application No. 11/398,579.	
Memorandum of Invention dated 08/29/2008 to USPTO	Response to Restriction Requirement. U.S. Patgrit Application No. 11/398,579.	

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Material unregistered trademarks, service marks and trade dress		
Unregistered Trademark/Trade Dress	Comments	
SolidFlame TM	Trademarks the proprietary solidified ethanol fuel.	
The Charcoal Alternative TM	Subheading for FlameDisk (tag line)	
SmokerPlate TM	Refers to the component that throttles combustion rate of FlameDisk and is responsible for generating authentic grilling smoke and flavor by vaporizing food drippings.	
All of the Flavor – None of the Hassle ^{FM}	Phrase used on the back of FlameDisk's current packaging.	
(FlameDisk) Go-Grill [™] Kit	Name of the FlameDisk grilling system, which includes a FlameDisk, nylon carrying bag, and unique FlameDisk-only grill.	
The Charcoal Replacement	Common law mark; product descriptor	
Grilling Simplified	Common law mark; promotional tag line	
Tradedress related to "cut-away" carton	Unregistered trade dress	
Copyright r	egistrations and applications	
There are none.		
Registered trade names and assumed names		
Sologear, LLC	Name used by company for all agreements and financial transactions. Appears on the back of the FlameDisk packaging in small font to identify source of product. There are no assumed names.	

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Internet domain name registrations, etc.	
www.flamedisk.com	Primary website for FlameDisk product line.
www.flamedisc.com	Redirects to flamedisk.com to capture possible consumer misspelling of product.
www.sologearcorp.com	Redirects to flamedisk.com. Company emails sent via this URL.
www.ugogrill.com	Redirects to flamedisk.com. "uGO" is no longer being used, but is an artifact of the past and redirect of this website is being maintained.
www.facebook.com/pages/FlameDisk/ 130422356981806?v=wall	Facebook account
www.twitter.com/FlameDisk	Twitter account

Licensed Intellectual Property (any IP licensed to or from another entity)

There is none.

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RECORDED: 05/20/2011