

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Newell Operating Company		07/01/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Worthington Torch, LLC		
Street Address:	200 Old Wilson Bridge Road		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43085		
Entity Type:	LIMITED LIABILITY COMPANY: OHIO		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	0759059	BERNZ O MATIC	
Registration Number:	0757112	BERNZ O MATIC	
Registration Number:	0759196	BERNZ O MATIC	
Registration Number:	0593884	BERNZ-O-MATIC	
Registration Number:	0587281	BERNZ-O-MATIC	
Registration Number:	2187718	CITROPANE	
Registration Number:	3220683	LIFT 'N LOCK	
Registration Number:	3264903	POWERCELL	
Registration Number:	2460639	QUICKFIRE	
Registration Number:	1616268	TRIGGER START	
Registration Number:	1331580	TURNER	
CORRESPONDENCE DATA			
Fax Number:	(202)533-9099		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			

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TRADEMARK  
 REEL: 004594 FRAME: 0573

Phone: 202-467-8856  
Email: behogue@vorys.com, iplaw@vorys.com, rsdonnell@vorys.com,  
jspiantanida@vorys.com, dharcher@vorys.com  
Correspondent Name: Vorys, Sater, Seymour and Pease LLP  
Address Line 1: IPLAW@VORYS -- P.O. Box 2255  
Address Line 2: Attn: Richard S. Donnell, Esq.  
Address Line 4: Columbus, OHIO 43216

ATTORNEY DOCKET NUMBER:	17348-430/1707/TMASSN2
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NAME OF SUBMITTER:	Richard S. Donnell
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Signature:	/richard s donnell/
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Date:	07/31/2011
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**Total Attachments: 8**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into this 1st day of July, 2011, by and between NEWELL OPERATING COMPANY, a Delaware corporation having a place of business at Three Glenlake Parkway, Atlanta, GA 30328 ("Assignor"), and WORTHINGTON TORCH, LLC, an Ohio limited liability company having a place of business at 200 Old Wilson Bridge Road, Columbus, OH 43085 ("Assignee").

### RECITALS

WHEREAS, Assignor owns certain registered and unregistered trademarks and trademark applications including, but not limited to, the trademarks and applications described in Exhibit A, attached hereto and made a part hereof (the "Trademarks");

WHEREAS, Assignor's affiliate, Irwin Industrial Tool Company, a Delaware corporation ("Seller"), and Assignee have entered into that certain Asset Purchase Agreement, dated as of July 1, 2011 (the "Asset Purchase Agreement"), pursuant to which Seller and certain of its affiliates are selling, assigning, transferring and delivering to Assignee the Acquired Assets (as defined in the Asset Purchase Agreement), including the Trademarks, all as more particularly described in the Asset Purchase Agreement; and

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, Assignee desires to purchase, acquire and accept from Assignor all right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and with the intention of being legally bound hereby, Assignor does hereby sell, assign, transfer and set over unto Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the Business symbolized by the Trademarks, including, without limitation: (i) Assignor's right, title and interest in and to all pending applications for registration, if any, for the Trademarks throughout the world; (ii) all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; (iii) the right to sue for past, present and future infringements thereof; and (iv) all rights corresponding thereto throughout the world, as fully and entirely as the same would have been held and enjoyed by such Assignor had this Assignment and sale not been made.

Assignor further agrees that, when requested, Assignor will, without demanding any further consideration therefor, do all lawful and just acts, including the execution and acknowledgement of instruments, that may be or become necessary for maintaining and perfecting Assignee's right to the Trademarks and to render all necessary assistance in making application for and obtaining registration of the Trademarks with the U.S. Patent and Trademark Office or of any and all foreign countries, and in enforcing any rights or choses in action accruing as a result of such applications or the Trademarks, by giving testimony in any proceedings or transactions involving such applications or the Trademarks, and by executing preliminary statements or other affidavits, it being understood that this Assignment and the

foregoing covenants and agreements shall bind, and shall inure to the benefit of, the respective successors, assigns and legal representatives of Assignor and Assignee.

This Assignment, including its terms and conditions, is and shall be limited by and is subject to all of the terms and conditions of the Asset Purchase Agreement, which are incorporated herein by this reference. Each party acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict between this Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

This Assignment may be executed in one or more counterparts, and each executed counterpart shall be considered an original of this Assignment. Furthermore, delivery of a copy of a counterpart signature by facsimile transmission or an electronic exchange methodology shall constitute a valid and binding execution and delivery of this Assignment, and such electronic copy shall constitute an enforceable original document.

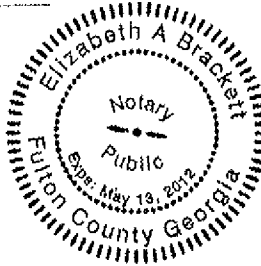
*[Remainder of page intentionally left blank; signature page immediately follows.]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed effective as of the date first above written.

ASSIGNOR:

NEWELL OPERATING COMPANY

By: [Signature]  
Name: John K. Stipancich  
Title: Corporate Secretary



STATE OF Georgia )  
 ) SS:  
COUNTY OF Fulton )

On this 1<sup>st</sup> day of July 2011 before me personally appeared John K. Stipancich, an officer of Newell Operating Company, the Assignor above named, who acknowledged that he executed the foregoing Trademark Assignment on behalf of Assignor pursuant to authority duly received.

Elizabeth A. Brackett  
Notary Public

ASSIGNEE:

WORTHINGTON TORCH, LLC

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

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_ 2011 before me personally appeared \_\_\_\_\_, an officer of Worthington Torch, LLC, the Assignee above named, who acknowledged that he executed the foregoing Trademark Assignment on behalf of Assignee pursuant to authority duly received.

\_\_\_\_\_  
Notary Public

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed effective as of the date first above written.

ASSIGNOR:

NEWELL OPERATING COMPANY

By: \_\_\_\_\_  
Name: John K. Stipancich  
Title: Corporate Secretary

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS:

On this 1<sup>st</sup> day of July 2011 before me personally appeared John K. Stipancich, an officer of Newell Operating Company, the Assignor above named, who acknowledged that he executed the foregoing Trademark Assignment on behalf of Assignor pursuant to authority duly received.

\_\_\_\_\_  
Notary Public

ASSIGNEE:

WORTHINGTON TORCH, LLC

By: \_\_\_\_\_  
Name: HARRY A. GUISSETTS  
Title: PRESIDENT

STATE OF Ohio )  
COUNTY OF Franklin ) SS:

On this 1<sup>st</sup> day of July 2011 before me personally appeared HARRY A. GUISSETTS, an officer of Worthington Torch, LLC, the Assignee above named, who acknowledged that he executed the foregoing Trademark Assignment on behalf of Assignee pursuant to authority duly received.

\_\_\_\_\_  
Notary Public

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Dale T. Brinkman  
Attorney At Law  
Notary Public, State of Ohio  
My commission has no expiration date  
Sec. 147.02 R.O.

# Exhibit A

Country	Trademark	Status	Reg. No.	Owner	App. No.	App. Date	Renewal	Goods
Argentina	BERNZ O MATIC	Registered	1953771	NEWELL OPERATING COMPANY	2405163	27-Dec-2002	03-Oct-2013	Class(es): 4, 8 CYLINDER CONTAINING LIQUID PETROLEUM GAS IN INTERNATIONAL CLASS 4.
Argentina	BERNZ O MATIC	Registered	1953473	NEWELL OPERATING COMPANY	2405164	27-Dec-2002	01-Oct-2013	HAND-HELD PROPANE TORCHES FOR LOCALIZED APPLICATION OF HEAT; TOOL KITS CONTAINING TORCHES, AND HAND TOOLS SUCH AS TUBE CUTTERS AND SCRAPERS IN INTERNATIONAL CLASS 8
Brazil	BERNZ O MATIC	Registered	825146992	NEWELL OPERATING COMPANY	825146992	12-Dec-2002	09-Oct-2017	HAND-HELD PROPANE TORCHES FOR LOCALIZED APPLICATION OF HEAT; TOOL KITS CONTAINING TORCHES, AND HAND TOOLS SUCH AS TUBE CUTTERS AND SCRAPERS IN INTERNATIONAL CLASS 8
Brazil	BERNZ O MATIC	Pending		NEWELL OPERATING COMPANY	825147000	12-Dec-2002		CYLINDER CONTAINING LIQUID PETROLEUM GAS IN INTERNATIONAL CLASS 4.
Chile	BERNZ O MATIC	Registered	666902	NEWELL OPERATING COMPANY	593601	03-Jan-2003	09-Jun-2013	ALL PRODUCTS COMPRISED IN INTERNATIONAL CLASS 8
Chile	BERNZ O MATIC	Registered	666897	NEWELL OPERATING COMPANY	593180	30-Dec-2002	09-Jun-2013	CYLINDER CONTAINING LIQUID PETROLEUM GAS IN INTERNATIONAL CLASS 4.
Colombia	BERNZ O MATIC	Registered	302475	NEWELL OPERATING COMPANY	3 1009	09-Jan-2003	08-Dec-2015	HAND-HELD PROPANE BOLW TORCHES; TOOL KITS CONTAINING BLOWTORCHES, AND HAND TOOLS, SUCH AS TUBE CUTTERS AND SCRAPERS
Colombia	BERNZ O MATIC	Registered	273977	NEWELL OPERATING COMPANY	02116062	24-Dec-2002	29-Aug-2013	CYLINDER CONTAINING LIQUID PETROLEUM GAS IN INTERNATIONAL CLASS 4.
Mexico	BERNZ O MATIC	Registered	925655	NEWELL OPERATING COMPANY	586233	31-Jan-2003	31-Jan-2013	HAND-HELD PROPANE TORCHES FOR LOCALIZED APPLICATION OF HEAT; TOOL KITS CONTAINING TORCHES, AND HAND TOOLS SUCH AS TUBE CUTTERS AND SCRAPERS IN INTERNATIONAL CLASS 8
Mexico	BERNZ O MATIC	Registered	791851	NEWELL OPERATING COMPANY	586230	31-Jan-2003	31-Jan-2013	CYLINDER CONTAINING LIQUID PETROLEUM GAS.
United States of America	BERNZ O MATIC	Registered	759059	NEWELL OPERATING COMPANY	72/154201	01-Oct-1962	29-Oct-2013	Tool Kits Containing Torches ((and Hand Tools Such as Tube Cutters and Scrapers)) U.S. Class: 023 (International Class 008) First Use Date: 1951-11-00 First Use in Commerce Date: 1951-11-00  Basis: 1(a) ((Plumbers' Fire-Pots,)) Soldering Tips for
Venezuela	BERNZ O MATIC	Registered	P-254275	NEWELL OPERATING COMPANY	33-2003	07-Jan-2003	14-Sept-2014	HAND-HELD PROPANE TORCHES FOR LOCALIZED APPLICATION OF HEAT; TOOL KITS CONTAINING TORCHES, AND HAND TOOLS SUCH AS TUBE CUTTERS AND SCRAPERS IN INTERNATIONAL CLASS 8

Country	Trademark	Status	Reg. No.	Owner	App. No.	App. Date	Renewal	Goods
Venezuela	BERNZ O MATIC	Registered	P-254274	NEWELL OPERATING COMPANY	32-2003	07-Jan-2003	14-Sept-2014	CYLINDER CONTAINING LIQUID PETROLEUM GAS IN INTERNATIONAL CLASS 4.
China (People's Republic)	BERNZOMATIC	Registered	683479	NEWELL OPERATING COMPANY	93005774	27-Jan-1993	27-Mar-2014	portable gas blowtorch, for lighting in Class 11
Korea, Republic of	BERNZOMATIC	Registered	715900	NEWELL OPERATING COMPANY	2006-8023	16-Feb-2006	04-Jul-2017	Int. 04: Vaporized fuel mixtures; natural gas; propane gas; methylacetylene propadiene gas (fuel); propylene gas (fuel); solidified gas (fuel); LPG (liquefied petroleum gas);  Int. 08  Int. 11: hand-held gas torches, outdoor patio and garden heaters
Philippines	BERNZOMATIC	Registered	4-1997-125729	NEWELL OPERATING COMPANY	4-1997-125729	15-Oct-1997	28-Sep-2023	Class: 08 Int. Tool kits containing torches and hand tools namely cutters and scrapers.
United Kingdom	BERNZOMATIC	Registered	857281	NEWELL OPERATING COMPANY	857281	29-Nov-1963	29-Nov-2018	Class 06: Cylinders of common metal for compressed gas. Class 09: Apparatus for detecting the leakage of halide. Class 11: Blow torches, stoves, refrigerators, plumbers' fire pots being heating apparatus, soldering tips being part of blow torches, lanterns included in Class 11, grilling apparatus and non-electric spark ignitors for gas appliances.
Benelux	BERNZ-O-MATIC	Registered	91128	NEWELL OPERATING COMPANY	566097	02-Dec-1971	02-Dec-2016	7 9 11 21
France	BERNZ-O-MATIC	Registered	1724469	NEWELL OPERATING COMPANY	328444	27-Dec-1991	26-Dec-2011	9 11
Japan	BERNZ-O-MATIC	Registered	0520959	NEWELL OPERATING COMPANY	S32-019895	09-Jul-1957	27-May-2018	17 Int. Class 9; Class 11
Venezuela	BERNZ-O-MATIC	Registered	39462-F	NEWELL OPERATING COMPANY*  *The record owner of this registration before the Venezuelan Trademark Office is Bernzomatic Corporation	14870	25-Aug-1959	17-Feb-2016	34
United States of America	BERNZOMATIC & DESIGN	Registered	757112	NEWELL OPERATING COMPANY	72/153149	14-Sep-1962	24-Sep-2013	Cylinder Containing Liquid Petroleum Gas U.S. Class: 006 (International Class 004) First Use Date: 1962-06-00 First Use in Commerce Date: 1962-06-00  Used Anywhere in Another Form: in a different form Nov. 7, 1951  Used in Commerce in Another Form:



Country	Trademark	Status	Reg. No.	Owner	App. No.	App. Date	Renewal	Goods
United States of America	BERNZOMATIC & DESIGN	Registered	759196	NEWELL OPERATING COMPANY	72/153150	14-Sep-1962	29-Oct-2013	Leak Detectors U.S. Class: 026 (International Class 009) First Use Date: 1962-06-00 First Use in Commerce Date: 1962-06-00  Used Anywhere in Another Form: NOV. 7, 1951, IN A DIFFERENT DISPLAY.  Basis: 1(a)  Devices which Operate by Burning Liqueli
Australia	BERNZ-O-MATIC (STYLISED)	Registered	150247	NEWELL OPERATING COMPANY		19-Aug-1958	19-Aug-2017	11  Pencil flame torches, utility burner torches, cooking stoves and lanterns,
United States of America	BERNZ-O-MATIC (STYLISED)	Registered	593884	NEWELL OPERATING COMPANY	71/643940	20-Mar-1953	17-Aug-2014	U.S. Class: 034 (International Class 011) BLOW TORCH AND PORTABLE STOVE First Use Date: 1951-11-07 First Use in Commerce Date: 1951-11-12  Used Anywhere in Another Form: FIRST USED NOV. 7, 1951, AND IN COMMERCE NOV. 12, 1951, ON THE MARK AS SHOWN: AN
United States of America	BERNZ-O-MATIC (STYLISED)	Registered	587281	NEWELL OPERATING COMPANY	71/643939	20-Mar-1953	23-Mar-2014	4 CYLINDER CONTAINING LIQUID PETROLEUM GAS
United States of America	CITROPANE	Registered	2187718	NEWELL OPERATING COMPANY	75/345935	25-Aug-1997	08-Sep-2018	4 fuels for outdoor lighting and torches
Canada	LIFT 'N LOCK	Registered	TMA713952	NEWELL OPERATING COMPANY	1257294	11-May-2005	08-May-2023	PATIO HEATERS
United States of America	LIFT 'N LOCK	Registered	3220683	NEWELL OPERATING COMPANY	78/624934	06-May-2005	20-Mar-2017	Class: 11 int. GAS PATIO HEATERS
United States of America	POWERCELL	Registered	3264903	NEWELL OPERATING COMPANY	78/966967	05-Sep-2006	17-Jul-2017	Class: 04 Int. REPLACEMENT CYLINDERS FOR GAS TORCHES  Class: 07 Int. GAS TORCHES
Australia	QUICKFIRE	Registered	1316742	NEWELL OPERATING COMPANY	1316742	20-Aug-2009	20-Aug-2019	8 SELF-IGNITING TORCH HEADS FOR USE WITH PROPANE, BRAZING FUEL, OR MAP, EXCLUSIVELY FOR SALES IN THE CONSUMER RETAIL MARKET
Canada	QUICKFIRE	Registered	TMA776648	NEWELL OPERATING COMPANY	1448652	18-Aug-2009	09-Sep-2010	SELF-IGNITING TORCH HEADS FOR USE WITH PROPANE, BRAZING FUEL, OR MAP
European Community	QUICKFIRE	Registered	003608601	NEWELL OPERATING COMPANY	003608601	13-Jan-2004	13-Jan-2014	Class: 07 int. SELF-IGNITING TORCH HEADS FOR USE WITH PROPANE, BRAZING FUEL, OR MAP FUEL,
United States of America	QUICKFIRE	Registered	2460639	NEWELL OPERATING COMPANY	75/239766	07-Feb-1997	19-June-2011	8 SELF-IGNITING TORCH HEADS FOR USE WITH PROPANE, BRAZING FUEL, OR MAP, EXCLUSIVELY FOR SALES IN THE CONSUMER RETAIL MARKET
United Kingdom	TRIGGER START	Registered	1404250	NEWELL OPERATING COMPANY	1404250	09-Jun-1989	09-Jun-2016	Int. 8: Torch guns included in Class 8; incorporating propane fuel cylinders

**TRADEMARK**

**REEL: 004594 FRAME: 0581**

Country	Trademark	Status	Reg. No.	Owner	App. No.	App. Date	Renewal	Goods
United States of America	TRIGGER START	Registered	1616268	NEWELL OPERATING COMPANY	73/805696	09-Jun-1989	02-Oct-2020	8 PROPANE TORCH KITS COMPRISED OF A TORCH GUN AND A FUEL CYLINDER
Canada	TRIG-R-TROL	Registered	TAM108238	NEWELL OPERATING COMPANY	234382	13-Feb-1956	11-Oct-2017	Torches, namely, trigger action torches
Canada	TURNER	Registered	TMA108915	NEWELL OPERATING COMPANY	234381	13-Feb-1956	27-Dec-2017	Liquefied petroleum gas Fuel burning blow torches and flame producers and fire pots for use therewith, lanterns, camp stoves, and parts of said devices--namely, fuel containers and supports therefor, valves, piping, burner heads, tips, ma
United States of America	TURNER	Registered	1331580	NEWELL OPERATING COMPANY	73/473427	02-Apr-1984	23-Apr-2015	International Class: 004 Cylinders Containing Oxygen, Propane, Methylacetylene Propadiene, Propylene and/or Ether for Use with Gas Torches, and for Camping Stoves, Heaters and Lanterns First Use Date: 1984-02-27 First Use in Commerce Date: 1984-02-27