

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM440568

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|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Hearthmark, LLC | | 04/09/2017 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Hearthmark, LLC | | |
| Street Address: | 9999 E. 121st Street | | |
| City: | Fishers | | |
| State/Country: | INDIANA | | |
| Postal Code: | 46037 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| Name: | Royal Oak Enterprises, LLC | | |
| Street Address: | One Royal Oak Avenue | | |
| City: | Roswell | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 30076 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3767454 | DIAMOND | |
| Registration Number: | 3914726 | DIAMOND | |
| Registration Number: | 3425528 | DIAMOND | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8322393600 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 832-239-3786 | | |
| Email: | NYTEF@JONESDAY.COM | | |
| Correspondent Name: | Anna E. Raimer | | |
| Address Line 1: | Jones Day | | |
| Address Line 2: | 250 Vesey Street | | |
| Address Line 4: | New York, NEW YORK 10281 | | |

CH \$90.00 3767454

| | |
|--|------------------|
| ATTORNEY DOCKET NUMBER: | 280017-600016 |
| NAME OF SUBMITTER: | Anna E. Raimer |
| SIGNATURE: | /Anna E. Raimer/ |
| DATE SIGNED: | 08/24/2017 |
| Total Attachments: 5 source=Partial Assignment#page1.tif source=Partial Assignment#page2.tif source=Partial Assignment#page3.tif source=Partial Assignment#page4.tif source=Partial Assignment#page5.tif | |

PARTIAL DIAMOND TRADEMARK ASSIGNMENT

This Partial Trademark Assignment (this "*Assignment*") is entered into effective as of the 1st day of May, 2017 (the "*Effective Date*") by and among Hearthmark, LLC, a Delaware limited liability company ("*Hearthmark*"), (the "*Assignor*") and Royal Oak Enterprises, LLC, a Delaware limited liability company, (the "*Assignee*") (each a "*Party*," and collectively the "*Parties*"). Unless otherwise indicated in this Assignment, capitalized terms used herein shall have the respective meanings ascribed to them in the Purchase Agreement (as defined herein).

WHEREAS, Newell Brands, Inc. (the "*Seller*") and Assignee have entered into that certain Asset Purchase Agreement, dated as of April 9, 2017 (as amended, the "*Purchase Agreement*"); and

WHEREAS, the Purchase Agreement provides for, among other things, the partial sale, assignment, transfer and delivery to Assignee that portion of Assignor's respective right, title and interest in and to the trademark and service mark registrations set forth on Schedule A hereto that relates to matches, fire starters, lighters, toothpicks, clothespins and clotheslines (the "*Diamond Products*") in each case as more specifically set forth on Schedule A (the "*Marks*").

NOW, THEREFORE, for the consideration set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignor hereby sells, assigns, transfers and delivers to Assignee, free and clear of all Encumbrances (except for Permitted Encumbrances), all of their respective right, title and interest in and to the Marks, including any and all goodwill associated therewith, and Assignee hereby purchases, acquires and accepts from Assignor all of Assignor's respective right, title and interest in and to the Marks.

2. This Assignment shall be binding upon, and shall inure to the benefit of and be enforceable by, the Parties and their respective successors and permitted assigns. Except as otherwise provided for in the Purchase Agreement, no Party may assign its rights or obligations hereunder without the prior written consent of the other Party.

3. Nothing contained herein is intended to or shall be construed to modify, alter, amend, interpret, supersede or otherwise change any of the terms, conditions, covenants, warranties, representations or other provisions of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. All notices, requests, demands and other communications under this Assignment will be in writing and will be deemed given to a Party when given in accordance with Section 13.6 of the Purchase Agreement; provided, that any notice properly given to Seller will also be deemed to have been properly delivered to Assignor.

5. The interpretation and construction of this Assignment, and all matters relating to this Assignment, will be governed by the laws of the State of Delaware applicable to contracts

made and to be performed entirely within the State of Delaware without giving effect to any conflict of law provisions thereof.


6. This Assignment may be executed in multiple original, PDF or facsimile counterparts, each of which will be deemed an original, and all of which taken together will be considered one and the same agreement. In the event that any signature to this Assignment or any agreement or certificate delivered pursuant hereto, or any amendment thereof, is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature will create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof. No Party will raise the use of a facsimile machine or e-mail delivery of a “.pdf” format data file to deliver any such signature page or the fact that such signature was transmitted or communicated through the use of a facsimile machine or e-mail delivery of a “.pdf” format data file as a defense to the formation or enforceability of a contract and each Party forever waives any such defense.

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IN WITNESS WHEREOF, each Party hereto has caused this Assignment to be executed as of the Effective Date by its duly authorized officer.

ASSIGNOR:

HEARTHMARK, LLC

By: 
Name: Bradford R. Turner
Title: Chief Legal Officer and Corporate Secretary

ASSIGNEE:

ROYAL OAK ENTERPRISES, LLC

By: _____
Name:
Title:

[SIGNATURE PAGE TO PARTIAL DIAMOND TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, each Party hereto has caused this Assignment to be executed as of the Effective Date by its duly authorized officer.

ASSIGNOR:

HEARTHMARK, LLC

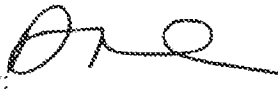
By: _____

Name:

Title:

ASSIGNEE:

ROYAL OAK ENTERPRISES, LLC

By: 

Name: Desiree DeStefano

Title: VP

[SIGNATURE PAGE TO PARTIAL DIAMOND TRADEMARK ASSIGNMENT]

TRADEMARK
REEL: 006137 FRAME: 0560

SCHEDULE A

| Trademark | Country | File Date | App. No. | Reg. Date | Reg. No. | Class | Goods Assigned | Goods Retained |
|-------------------------------------|---------------|------------|------------|-----------|-----------|------------|--|---|
| DIAMOND* | UNITED STATES | 9/12/2008 | 77/668,810 | 2/1/2011 | 3,914,726 | 11, 20 | 11 - Lighters primarily for lighting grills, fireplaces and candles. | 20 - Drinking straws. |
| DIAMOND & Design** | UNITED STATES | 10/14/2009 | 77/848,141 | 3/30/2010 | 3,767,454 | 20, 21, 34 | 21 - toothpicks and sandwich picks, 34 - Matches | 20 - Drinking straws. 21 - Plastic servingware for food, and coffee stirrers |
| DIAMOND & Design (shutters logo)*** | UNITED STATES | 4/12/2007 | 77/155,046 | 5/13/2008 | 3,425,528 | 08, 21 | 21 - Clothes pins and toothpicks | 08 - Plastic disposable cutlery |

* This registration is a Mark solely in part, only to the extent that it relates to lighters primarily for lighting grills, fireplaces and candles. The remaining portion of this registration, including the portion that relates to drinking straws or any other goods or services is not a Mark, is not assigned to Assignee pursuant to this Assignment, and is remaining owned by Assignor.

** This registration is a Mark solely in part, only to the extent that it relates to sandwich picks, toothpicks and matches. The remaining portion of this registration, including the portion that relates to drinking straws, plastic servingware for food, coffee stirrers or any other goods or services is not considered a Mark, is not assigned to Assignee pursuant to this Assignment, and shall be and is remaining owned by Assignor.

*** This registration is a Mark solely in part, only to the extent that it relates to clothes pins and toothpicks. The remaining portion of this registration, including the portion that relates to plastic disposable cutlery or any other goods or services is not considered a Mark, is not assigned to Assignee pursuant to this Assignment, and is remaining owned by Assignor.