

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501782

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ENTITY CONVERSION		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jarden Zinc Products, Inc.		12/14/2007	Corporation: INDIANA
RECEIVING PARTY DATA			
Name:	Jarden Zinc Products, LLC		
Street Address:	2500 Old Stage Road		
City:	Greenville		
State/Country:	TENNESSEE		
Postal Code:	37743		
Entity Type:	Limited Liability Company: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2104809	LIFEJACKET	
CORRESPONDENCE DATA			
Fax Number:			
<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:	201-610-6746		
Email:	adrian.lee@newellco.com		
Correspondent Name:	Adrian Lee		
Address Line 1:	221 River Street		
Address Line 4:	Hoboken, NEW JERSEY 07030		
NAME OF SUBMITTER:	Adrian Lee		
SIGNATURE:	/ALL/		
DATE SIGNED:	12/12/2018		
Total Attachments: 15			
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State of Indiana
Office of the Secretary of State

CERTIFICATE OF AMENDMENT

of

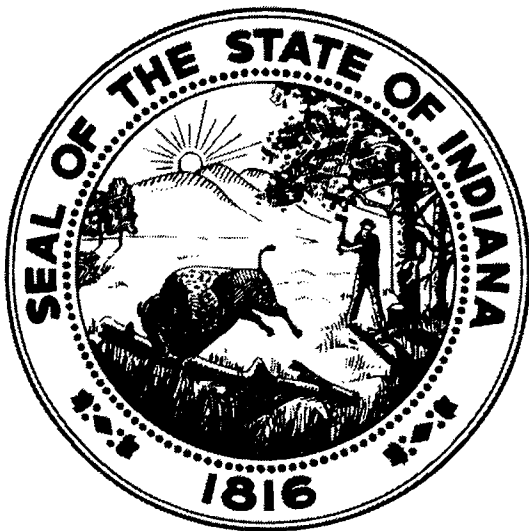
JARDEN ZINC PRODUCTS, INC.

I, TODD ROKITA, Secretary of State of Indiana, hereby certify that Articles of Amendment of the above For-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Corporation Law.

The name following said transaction will be:

JARDEN ZINC PRODUCTS, LLC

NOW, THEREFORE, with this document I certify that said transaction will become effective Monday, December 31, 2007.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, December 18, 2007.

A handwritten signature in black ink that reads "Todd Rokita".

TODD ROKITA,
SECRETARY OF STATE

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APPROVED
AND
FILED

ARTICLES OF CONVERSION
OF
JARDEN ZINC PRODUCTS, INC.
INTO
JARDEN ZINC PRODUCTS, LLC

IND. SECRETARY OF STATE

The undersigned Jarden Zinc Products, Inc., (the "Corporation"), an Indiana corporation, in compliance with the requirements of the Indiana Business Corporation Law, as amended (the "IBCL"), and desiring to effect a conversion of the Corporation into Jarden Zinc Products, LLC, an Indiana limited liability company (the "Surviving LLC"), hereby sets forth the following facts:

ARTICLE I

NON-SURVIVING CORPORATION

- A. The name of the Corporation immediately before filing these Articles of Entity Conversion is Jarden Zinc Products, Inc.
- B. The Corporation is an Indiana corporation existing pursuant to the provisions of the IBCL and was incorporated on January 20, 2005.

ARTICLE II

SURVIVING LLC

- A. The name of the Surviving LLC is Jarden Zinc Products, LLC.
- B. The Surviving LLC is an Indiana limited liability company existing pursuant to the provisions of the Indiana Business Flexibility Act.
- C. The street address of the Surviving LLC's Principal Office is 2500 Old Stage Road, Greenville, Tennessee 37743.
- D. The existence of the Surviving LLC is perpetual until dissolution.
- E. The Surviving LLC will be managed the members of the Surviving LLC.

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ARTICLE III

REGISTERED OFFICE AND AGENT

The name and street address of the Surviving LLC's registered agent and registered office for service of process are the following: CT Corporation System, 251 East Ohio Street, Suite 1100, Indianapolis, Indiana, 46204.

ARTICLE IV

PLAN OF CONVERSION

A. The Plan of Conversion, containing such information as is required by Sections 23-1-38.5-11 and 23-1-38.5-12 of the IBCL, is set forth on Exhibit A attached hereto and made a part hereof (the "Plan of Conversion").

B. The Plan of Conversion was approved in accordance with the Articles of Incorporation and Bylaws of the Corporation and was duly authorized by the shareholders of the Corporation pursuant to the IBCL.

ARTICLE V

EFFECTIVE TIME

The effective time and date of the conversion hereby effectuated shall be at 11:59 P.M. on the 31st day of December, 2007.

IN WITNESS WHEREOF, the undersigned officer of the Corporation executes these Articles of Conversion and verifies, subject to penalties of perjury, that the statements contained herein are true.

Dated as of the 14 day of December, 2007.

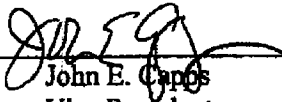
By: 
Name: John E. Caros
Title: Vice President

EXHIBIT A
PLAN OF CONVERSION

PLAN OF CONVERSION

THIS PLAN OF CONVERSION, dated as of December 14, 2007, (the "Plan") is adopted to effect the conversion of Jarden Zinc Products, Inc., an Indiana corporation (the "Corporation"), into Jarden Zinc Products, LLC, an Indiana limited liability company (the "Surviving LLC").

WITNESSETH:

WHEREAS, the authorized capital stock of the Corporation consists of 1,000 shares of common stock, \$.01 par value per share, of which 100 shares are issued and outstanding;

WHEREAS, all of the issued and outstanding shares of common stock of the Corporation are owned beneficially and of record by Quoin, LLC ("Holder");

WHEREAS, the Board of Directors of the Corporation deems it advisable and in the best interests of the Corporation that the Corporation be converted (the "Conversion") into the Surviving LLC pursuant to the terms and conditions contained herein and has, by a unanimous written consent, duly adopted and approved this Plan and the Conversion; and

WHEREAS, Holder as the sole shareholder of the Corporation, has adopted and approved this Plan and the Conversion by unanimous written consent.

NOW THEREFORE, in consideration of the foregoing premises and the covenants and agreements herein, the parties hereto have agreed, and do hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

1. The Corporation, pursuant to the provisions of the Indiana Business Corporation Law, as amended (the "IBCL"), and the Indiana Business Flexibility Act, as amended (the "Act"), shall be converted into the Surviving LLC, which shall continue to exist as the surviving company pursuant to the provisions of the Act. The Conversion shall become effective at the time set forth in the Articles of Conversion filed with the Indiana Secretary of State (the "Effective Time").

2. The Articles of Organization of the Surviving LLC attached hereto as Schedule 1 shall be the Articles of Organization of the Surviving LLC and shall continue in full force and effect until amended or changed in the manner prescribed by the Articles of Organization or the provisions of the Act.

3. The sole shareholder of the Corporation shall be the sole initial member of the Surviving LLC at the Effective Time, with the same percentage membership interest in the Surviving LLC as the percentage of the issued and outstanding shares of the Corporation such sole shareholder holds immediately prior to the Effective Time.

4. As of the Effective Time, by virtue of the Conversion and by operation of law, all the validly issued and outstanding shares of the Corporation shall be converted to units of membership interest in the Surviving LLC.

5. On and after the Effective Date, the Surviving LLC shall possess all the assets of every description, and every interest in the assets, wherever located, and the rights, privileges, immunities, powers, franchises and authority, of a public as well as a private nature, of the Corporation and all obligations belonging to or due to the Corporation, all of which vested in the Surviving LLC without further act or deed. The Surviving LLC shall be liable for all the obligations of the Corporation; any claim existing, or action or proceeding pending, by or against the Corporation may be prosecuted to judgment, with right of appeal, as if the Conversion had not taken place; or the Surviving LLC may be substituted in its place; and all the rights of creditors of the Corporation shall be preserved unimpaired.


6. The Corporation stipulates that it will cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the State of Indiana to fully effectuate the Conversion, and that it will cause to be performed all necessary acts therein and elsewhere to fully effectuate the Conversion.

7. The officers and directors of the Corporation and the members and officers of the Surviving LLC, respectively, shall do any and all acts and things, and make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Plan or of the Conversion provided for herein.

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IN WITNESS WHEREOF, the undersigned hereby certifies that the foregoing Plan was duly adopted on the date set forth above.

JARDEN ZINC PRODUCTS, INC.

By: 
Name: John E. Capps
Title: Vice President

SCHEDULE 1

ARTICLES OF ORGANIZATION

**ARTICLES OF ORGANIZATION
OF
JARDEN ZINC PRODUCTS, LLC**

The undersigned, acting as the Organizer of a limited liability company under the Indiana Business Flexibility Act, as amended (the "Act"), hereby adopts these Articles of Organization for Jarden Zinc Products, LLC (the "Company"):

ARTICLE I.

Name

The name of the Company is Jarden Zinc Products, LLC.

ARTICLE II.

Registered Office and Registered Agent

The street address of the initial registered office of the Company in the State of Indiana is 251 East Ohio Street, Suite 1100, Indianapolis, Indiana. The name of the initial registered agent of the Company at the registered office is CT Corporation System.

ARTICLE III.

Purpose

The purposes of the Company shall be to engage in and do any act in furtherance of any and all lawful businesses and activities for which limited liability companies may be organized under the Act.

ARTICLE IV.

Duration

Unless sooner dissolved in accordance with the Company's Operating Agreement or the Act, the duration of the Company shall be perpetual.

ARTICLE V.

Management

The Company is to be managed by its member(s) in accordance with the Company's Operating Agreement and the Act.

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ARTICLE VI.

Initial Member

The initial Member of the Company shall be Quoin, LLC.

ARTICLE VII.

Transferability

A Member of the Company may transfer his, her or its membership interest in the Company only in accordance with the provisions of the Company's Operating Agreement and the Act.

ARTICLE VIII.

Indemnification

(a) To the greatest extent not inconsistent with the laws and public policies of Indiana the Company shall indemnify any Member or Organizer (any such Member or Organizer and any responsible officers, partners, shareholders, members, directors, or managers of such Member or Organizer which is an entity, hereinafter being referred to as the "Indemnified Person") made a Party (as hereinafter defined) to any Proceeding (as hereinafter defined) because such Person (as hereinafter defined) is or was a Member or Organizer (or a responsible officer, partner, shareholder, member, director, or manager thereof), as a matter of right, against all Liability (as hereinafter defined) incurred by such Person in connection with any Proceeding; provided that it shall be determined in the specific case in accordance with paragraph (d) of this Article that indemnification of such Person is permissible in the circumstances because the Person has met the standard of conduct for indemnification set forth in paragraph (c) of this Article. The Company shall pay for or reimburse the reasonable Expenses (as hereinafter defined) incurred by such a Person in connection with any such Proceeding in advance of final disposition thereof if (i) the Person furnishes the Company a written affirmation of the Person's good faith belief that he, she or it has met the standard of conduct for indemnification described in paragraph (c) of this Article, (ii) the Person furnishes the Company a written undertaking, executed personally or on such Person's behalf, to repay the advance if it is ultimately determined that such Person did not meet such standard of conduct, and (iii) a determination is made in accordance with paragraph (d) that based upon facts then known to those making the determination, indemnification would not be precluded under this Article. The undertaking described in subparagraph (a)(ii) above must be a general obligation of the Person subject to such reasonable limitations as the Company may permit, but need not be secured and may be accepted without reference to financial ability to make repayment. The Company shall indemnify a Person who is wholly successful, on the merits or otherwise, in the defense of any such Proceeding, as a matter of right, against reasonable Expenses incurred by the Person in connection with the Proceeding without the requirement of a determination as set forth in paragraph (c) of this Article. Upon demand by a Person for indemnification or advancement of Expenses, as the case may be, the Company shall expeditiously determine whether the Person is entitled thereto in accordance with this Article. The indemnification and advancement of Expenses provided for under this Article

shall be applicable to any Proceeding arising from acts or omissions occurring before or after the adoption of this Article.

(b) The Company shall have the power, but not the obligation, to indemnify any Person who is or was an employee or agent of the Company to the same extent as if such Person was an Indemnified Person as defined in paragraph (a) of this Article.

(c) Indemnification of a Person is permissible under this Article only if (i) such Person conducted himself, herself or itself in good faith, (ii) such Person reasonably believed that his, her or its conduct was in or at least not opposed to the Company's best interest, and (iii) in the case of any criminal proceeding, such Person had no reasonable cause to believe his, her or its conduct was unlawful. Indemnification is not permissible against liability to the extent such Liability is the result of the Person's willful misconduct, recklessness, violation of the Company's Operating Agreement or any improperly obtained financial or other benefit to which the Person was not legally entitled. The termination of a Proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the Person did not meet the standard of conduct described in this paragraph (c).

(d) A determination as to whether indemnification or advancement of Expenses is permissible shall be made by (i) a majority in interest of the Members (including any interested Member); or (ii) independent special legal counsel selected in accordance with (d)(i) above.

(e) Any Indemnified Person who is a Party to a Proceeding may apply for indemnification from the Company to the court, if any, conducting the Proceeding or to another court of competent jurisdiction. On receipt of an application, the court, after giving notice the court considers necessary, may order indemnification if it determines:

(i) In a Proceeding in which the Person is wholly successful, on the merits or otherwise, the Person is entitled to indemnification under this Article, in which case the court shall order the Company to pay the Person his, her or its reasonable Expenses incurred to obtain such court ordered indemnification; or

(ii) The Person is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not the Person met the standard of conduct set forth in paragraph (c) of this Article.

(f) Indemnification shall also be provided for a Person's conduct with respect to an employee benefit plan if the Person reasonably believed his, her or its conduct to be in the interests of the participants in and beneficiaries of the plan.

(g) Nothing contained in this Article shall limit or preclude the exercise or be deemed exclusive of any right under the law, by contract or otherwise, relating to indemnification or advancement of Expenses to any such Person or any Person who is or was serving at the Company's request as a director, officer, partner, member, manager, trustee, employee, or agent of another foreign or domestic company, partnership, association, limited liability company, corporation, joint venture, trust, employee benefit plan, or other enterprise, whether for-profit or not. Nothing contained in this Article shall limit the ability of the Company to otherwise

indemnify or advance Expenses to any Person. It is the intent of this Article to provide indemnification to such a Person to the fullest extent now or hereafter permitted by the law consistent with the terms and conditions of this Article. If indemnification is permitted under this Article, indemnification shall be provided in accordance with this Article irrespective of the nature of the legal or equitable theory upon which a claim is asserted, including without limitation, negligence, breach of duty, waste, breach of contract (except to the extent the claim relates to the Operating Agreement or a contract between the Company and that Member), breach of warranty, strict liability, violation of federal or state securities law, violation of the Employee Retirement Income Security Act of 1974, as amended, or violation of any other state or federal law.

(h) For purposes of this Article:

(i) The term "Expenses" includes all direct and indirect costs (including without limitation counsel fees, retainers, court costs, transcripts, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees and all other disbursements or out-of-pocket expenses) actually incurred in connection with the investigation, defense, settlement or appeal of a Proceeding or establishing or enforcing a right to indemnification under this Article, applicable law or otherwise.

(ii) The term "Liability" means the obligation to pay a judgment, settlement, penalty, fine, excise tax (including an excise tax assessed with respect to an employee benefit plan), or reasonable Expenses incurred with respect to a Proceeding.

(iii) The term "Party" includes a Person who was, is or is threatened to be made a named defendant or respondent in a Proceeding.

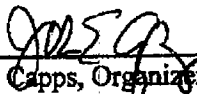
(iv) The term "Person" includes any natural person and any type of legal entity.

(v) The term "Proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal.

(i) The Company may purchase and maintain insurance for its benefit, the benefit of any Person who is entitled to indemnification under this Article, or both, against any Liability asserted against or incurred by such Person in any capacity or arising out of such Person's service with the Company, whether or not the Company would have the power to indemnify such Person against such Liability.

IN WITNESS WHEREOF, these Articles of Organization have been executed by the undersigned, as Organizer of the Company, dated as of the 14th day of December, 2007.

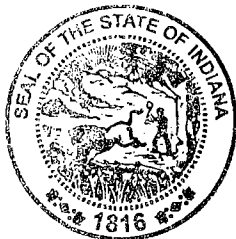
JARDEN ZINC PRODUCTS, LLC



John E. Capps, Organizer

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Jose Roberto
Secretary of State

State of Indiana
Office of the Secretary of State
I hereby certify that this is a true
and complete copy of the 141
page document filed in this office.

Dated 12/19/07

By: *April Trumbull*

This stamp replaces our previous
certification stamp.