Form PTO-1594 RECORDATION FORM (Rev. 03/01)						
OMB No. 0651-0027 (exp. 5/31/2002)	SONLY U.S. Patent and Trademark Office					
Tab settings ⇔ ⇔ ▼ ▼ ▼	<u> </u>					
	Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): <u>Calphalon Corporation</u>	2. Name and address of receiving party(ies) Name: Mirro Operating Company LLC Internal Address: 5115 Parkcenter Avenus, Suite 150					
☐ Individual(s) ☐ Association ☑ Corporation - <u>Delaware</u> ☐ Other	Street Address:  City: Dublin State: OH Cip: 43017  Individual(s) citizenship					
Additional name(s) of conveying party(ies) attached?   Yes No	General Partnership					
3. Nature of conveyance:  Assignment Merger  Security Agreement Change of Name	☐ Limited Partnership ☑ Corporation - <u>Delaware</u> ☐ Other:					
Other Execution Date: <u>April 9, 2004</u>	If assignce is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) a tached? Yes No					
4. Application number(s) or registration number(s):						
A. Trademark Application No.(s) 76/479750	B. Trademark Registration No.(s					
Additional number(s) attached						
Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved:					
Name: Scott M. Kareff, Esq.						
Internal Address: Schulte Roth & Zabel LLP	7. Total fee (37 CFR 3.41) S 40.00  Enclosed  Authorized to be charged to ceposit account					
Street Address: 919 Third Avenue	8. Deposit account number:  500675 - Schulte Roth & Zahel LLP					
City: New York State: N.Y. Zip: 10022	(Attach duplicate copy of this page i? paying by deposit account)					
DO NOT USE THIS SPACE						
9. Statement and signature.  To the best of my knowledge and belief, the foregoing information is true and correct and any attact ed copy is a true copy of the original document.  Scott M. Kareff, Esq.  Name of Person Signing  Signature  Date						
Total number of pages including cover shee	tt, susachments, and document:					

Mail documents to be recarded with required cover sheet intermation to: Commissioner of Patent & Trademarks, Bux Assignments Withington D.C. 20231

9663657.1

**TRADEMARK REEL: 002872 FRAME: 0666** 

Calphalon Trademark Assignment

## TRADEMARK ASSIGNMENT

WHEREAS, NEWELL RUBBERMAID, INC., a Delaware corr oration ("Seller"), and GLOBAL HOME PRODUCTS LLC, a Delaware limited liability company ("Pt rchaser") have entered into a Stock and Asset Purchase Agreement dated as of March 12, 2004 (the "Agreement"); and

WHEREAS, under the Agreement, Seller agreed to sell its Glass, Frame and Cookware Businesses (as such terms are defined in the Agreement) to Purchaser; and

WHEREAS, in conducting the Cookware Business, Seller's subs diary CALPHALON CORPORATION, an Ohio corporation ("Assignor") has acquired an interest in certain Purchased Cookware Business Assets (as defined in the Agreement) that are to be transferred to Purchaser's subsidiary MIRRO OPERATING COMPANY LLC, a Delaware limited liability company ("Assignee"); and

WHEREAS, Assignor is the owner of all right, title and interest in and to the United States federal trademark and service mark registrations and applications therefor listed in Schedule A hereto that comprise part of the Purchased Cookware Business Assets (collectively, the "Federal Marks"); and

WHEREAS, Assignor is the owner of various right, title and interest in and to various copyrights, trade dress, know-how, common law trademarks, service marks and radenames, and other similar proprietary rights currently related exclusively to the Cookware Business, including complete and in-process finished-product drawings, tooling drawings, product manufacturing drawings and instructions for manufacturing, analysis and notes related to the design of cookware products, and similar works used in the analysis, design and manufacture of cookware products, all of the foregoing to the extent currently used exclusively in the Cookware Business (collectively, the "Common Law Assets"); and

WHEREAS, Assignee is desirous of acquiring all of Assignor's right, title and interest in and to all Federal Marks and the Common Law Assets (together, the "Assets"), and Seller has promised, in the Agreement, to cause the same to be assigned; and

NOW, THEREFORE, for the consideration set forth in the Agreement, and other valuable and legally sufficient consideration acknowledged by the Assignor to have been received in full:

- The Assignor does hereby sell, convey, assign and transfer to the Assignee its entire right, title and interest in, to and under all Assets, together with the goodwill of the business symbolized by such Assets, together with all rights and privileges granted and secured thereby, including the full right to suc for past, present or future infringement of such Assets, these rights to be held and enjoyed by the Assignee as fully and entirely as the same would have been held and enjoyed by said Assignor in this Assignment and sale had not been made.
- The Assignor hereby covenants and agrees that it will execute and celiver, or cause to be executed and delivered, all documents and instruments reasonably required to effect this Assignment, and

Page 1 of 3

will take, or cause to be taken, at Assignee's expense, all such further or other actions, as Purchaser or Assignce may reasonably deem necessary or desirable to enable the Assignee to enjoy, to the fullest extent, the right, title and interest herein conveyed.

- 3. The terms and covenants of this Assignment shall inure to the benefit of the Assignee, its successors and assigns and other legal representatives, and shall be binding upon the Assignor, its respective heirs, legal representatives and assigns.
- The Assignor hereby warrants and represents that it has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.
- The Assignor hereby requests that the appropriate patent, trademark or other government offices record this Assignment and issue a new certificate of registration in the Assignee's name.

IN TESTIMONY WHEREOF, the parties have executed this Assis ment this day of April, 2004.

ASSIGNOR:

CALPHAŁÓN

Name: Stuart I. Gr

Title: Assistant? Secretary

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_\_\_COUNTY OF \_\_\_\_\_\_COUNTY )SS

On this 944 day of April, 2004, Stuart I. Graff, being personally known to rue, appeared before me, a Notary Public in and for the County and State aforesaid, and being first duly sworn, said and acknowledged that, as such officer, he signed and delivered the foregoing instrument as the free and voluntary act of said corporation, all pursuant to authority given by the Board of Directors of said corporation.

SUBSCRIBED and SWORN TO

before me this 94h day of April, 2004

ಂggy L, McBridt State of Illi ots yly ..... emssion Exp. 09/25/, 005

Page 2 of 3

Peggy L. McBride Notary Public, Stare of Illinois My Commission Ek v. 09/25/2005

TRADEMARK REEL: 002872 FRAME: 0668

€ alphaton Trademark Assignment

ASSIGNEE:

MIRRO OPERATING COMPANY LLC

Title: Treasurer & Chief Financial Officer

CERTIFICATE OF ACKNOWLEDGEMENT

On this fill day of April, 2004, Jeff Zappone, being personally known to me, appeared before me, a Notary Public in and for the County and State aforesaid, and being first duly sworn, said and acknowledged that, as such officer, he/she signed and delivered the foregoing instrument as the free and voluntary act of said corporation, all pursuant to authority given by the Board of Directors of said corporation.

SUBSCRIBED and SWORN TO

before me this fla

∕⁄ay of April, 2004.

SANDEEP SHABMA Notary Public, State of New York No. 02SH3039224 Qualified in Nev. York County Commission Extires 03/27/6/

Calphalon Trademark Assignment

## SCHEDULE A (1 Page)

## Federal Marks

TRADEMARK	COUNTRY	APPL. NUM.	REG. NUM.	STATUS	APPL. DA'E	REG. DATE
WEAREVER AND	United States	76/479750	2775373	Registered	02-Jan-2003	29-Jul-2003
DESIGN	<u> </u>	<u> </u>				

CHI\ 4125893.3

**RECORDED: 06/17/2004** 

Page A-1

**TRADEMARK REEL: 002872 FRAME: 0670**