

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

Tab settings → → → ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): <b><u>Newell Operating Company</u></b></p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input checked="" type="checkbox"/> Corporation – <b><u>Delaware</u></b>  <input type="checkbox"/> Other</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes  <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)                  Name: <b><u>Mirro Operating Company LLC</u></b>                  Internal                  Address: <b><u>5115 Parkcenter Avenue, Suite 150</u></b>                  Street Address:                  City: <b><u>Dublin</u></b>    State: <b><u>OH</u></b>    Zip: <b><u>43017</u></b></p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____</p> <p><input type="checkbox"/> Limited Partnership  <input type="checkbox"/> Corporation -  <input checked="" type="checkbox"/> Other: <b><u>a Delaware limited liability company</u></b></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No                  (Designations must be a separate document from assignment)                  Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. Nature of conveyance:  <input type="checkbox"/> Assignment                      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement  <input type="checkbox"/> Change of Name  <input checked="" type="checkbox"/> Other – <b><u>corrective assignment to correct conveying party, receiving party and execution date for assignment previously recorded at reel/frame 2849/0097</u></b>                  Execution Date: <b><u>April 9, 2004</u></b></p>	<p>4. Application number(s) or registration number(s):                  A. Trademark Application No.(s)  <b>Please see attached schedules</b></p> <p style="text-align: right;">Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Trademark Registration No.(s)  <b>Please see attached schedules</b></p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:                  Name: <b><u>Reine H. Glanz, Esq.</u></b>                  Internal Address: <b><u>Schulte Roth &amp; Zabel LLP</u></b></p> <hr/> <p>Street Address: <b><u>919 Third Avenue</u></b></p> <p>City: <b><u>New York</u></b>    State: <b><u>N.Y.</u></b>    Zip: <b><u>10022</u></b></p>	<p>6. Total number of applications and registrations involved: ..... <b><u>38</u></b></p> <p>7. Total fee (37 CFR 3.41).....\$ <b><u>965.00</u></b>  <input type="checkbox"/> Enclosed  <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number:  <b><u>500675 – Schulte Roth &amp; Zabel LLP</u></b>                  (Attach duplicate copy of this page if paying by deposit account)</p>

**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 attached copy is a true copy of the original document.*

**Reine H. Glanz, Esq.**                      *Reine Glanz*                      **August 27, 2004**

Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: **39**

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

**CH \$965.00 500675 76191182**

## Assignment of Intellectual Property Assets

**SCHEDULE A**

( 3 Pages )

**Federal Marks**

TRADEMARK	COUNTRY	APPL. NUM.	REG. NUM.	STATUS	APPL. DATE	REG. DATE
AIRBAKE	United States	74/098881	1659807	Registered	18-Sep-1990	08-Oct-1991
ACCENT	United States	72/137006	745664	Registered	31-Jan-1962	26-Feb-1963
ACCENT	United States	72/069183	688578	Registered	09-Mar-1959	24-Nov-1959
ALLEGRO	United States	75/591976	2523049	Registered	19-Nov-1998	25-Dec-2001
CHEF DE CUISINE (STYLIZED)	United States	73/187614	1137920	Registered	02-Oct-1978	15-Jul-1980
CHEF'S GALLERY	United States	74/556096	1961082	Registered	01-Aug-1994	05-Mar-1996
CLUB	United States	72/196503	788937	Registered	26-Jun-1964	04-May-1965
CLUB & CONCENTRIC CIRCLES +	United States	72/414399	941834	Registered	03-Feb-1972	29-Aug-1972
CLUB CLASSIC	United States		2604347	Registered	29-May-2001	06-Aug-2002
CLUB HOLIDAY (QUATREFOIL)	United States	71/690542	620684	Registered	30-Jun-1955	07-Feb-1956
CONCENTRIC CIRCLES DESIGN	United States	72/408275	936441	Registered	19-Nov-1971	27-Jun-1972
CONCENTRIC EASE	United States	75/522097	2315774	Registered	20-Jul-1998	08-Feb-2000
CONTOURS	United States	75/269520	2196630	Registered	04-Apr-1997	13-Oct-1998
CORONATION	United States	74/648688	1460090	Registered	09-Mar-1987	06-Oct-1987
FOLEY	United States	75/382917	2245619	Registered	31-Oct-1997	18-May-1999
GET A GRIP	United States	76/399294		Allowed	23-Apr-2002	
GREAT DISHES	United States	75/032208	2041505	Registered	13-Dec-1995	25-Feb-1997
IMPERIAL DIAMOND	United States	75/137030	2122412	Registered	22-Jul-1996	16-Dec-1997
INTELLITEMP	United States	75/447610	2314977	Registered	10-Mar-1998	01-Feb-2000
KITCHEN PRO	United States	74/244593	1779693	Registered	10-Feb-1992	29-Jun-1993
LIFECOTE	United States	75/197427	2112298	Registered	13-Nov-1996	11-Nov-1997
METALGUARD	United States	75/486834	2455769	Registered	19-May-1998	29-May-2001
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES DASHED AND SWIRLED)	United States	75/351359	2362683	Registered	03-Sep-1997	27-Jun-2000
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES DASHED AND SWIRLED)	United States	75/351361	2362684	Registered	03-Sep-1997	27-Jun-2000
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES-DASHED)	United States	75/351333	2360563	Registered	03-Sep-1997	20-Jun-2000
NO MORE BURNING . . . . GUARANTEED	United States	75/196986	2159769	Registered	12-Nov-1996	19-May-1998
PERFECTA	United States	76/191182		Published	09-Jan-2001	29-Apr-2003
PRO CUISINE	United States	74/281811	1805326	Registered	05-Jun-1992	16-Nov-1993
PROGLIDE	United States	74/506284	1908516	Registered	25-Mar-1994	01-Aug-1995
REFLECTIONS	United States	75/027117	2013761	Registered	04-Dec-1995	05-Nov-1996
ROYAL DIAMOND	United States	74/474655	1974033	Registered	30-Dec-1993	14-May-1996

*Assignment of Intellectual Property Assets*

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SAFE FOR USE WITH METAL +	United States	75/585140	2309080	Registered	09-Nov-1998	18-Jan-2000
SMART SAVERS	United States	75/307905	2235209	Registered	12-Jun-1997	23-Mar-1999
STRATABASE	United States	74/250349	1778385	Registered	27-Feb-1992	22-Jun-1993
THE GREY-TECH COLLECTION	United States	73/474392	1347963	Registered	09-Apr-1984	09-Jul-1985
TUFFCOTE	United States	75/210355	2107393	Registered	09-Dec-1996	21-Oct-1997
ULTIMA	United States	75/183779	2465884	Registered	18-Oct-1996	03-Jul-2001
WEAREVER AIR	United States	74/734914	2241712	Registered	27-Sep-1995	27-Apr-1999

*Newell Operating Trademark Assignment***TRADEMARK ASSIGNMENT**

WHEREAS, **NEWELL RUBBERMAID, INC.**, a Delaware corporation ("Seller"), and **GLOBAL HOME PRODUCTS LLC**, a Delaware limited liability company ("Purchaser") 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 subsidiary **NEWELL OPERATING COMPANY**, a Delaware 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**, 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 all right, title and interest in and to the foreign trademark and service mark registrations and applications therefor listed in Schedule A hereto that comprise part of the Purchased Cookware Business Assets (collectively, the "Foreign 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 tradenames, and other similar proprietary rights currently related exclusively to the Cookware Business outside of Canada and Puerto Rico, 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 outside of Canada (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, Foreign 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:

1. 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 sue 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 if this Assignment and sale had not been made.

2. The Assignor hereby covenants and agrees that it will execute and deliver, or cause to be executed and delivered, all documents and instruments reasonably required to effect this Assignment, and will take, or cause to be taken, at Assignee's expense, all such further or other actions, as Purchaser or Assignee may reasonably deem

*Newell Operating Trademark Assignment*

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.

4. The Assignor hereby warrants and represents that it has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. 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 Assignment this \_\_\_\_ day of April, 2004.

**ASSIGNOR:****NEWELL OPERATING COMPANY**

By: \_\_\_\_\_

Name: Stuart I. Graff  
 Title: Assistant Secretary

**CERTIFICATE OF ACKNOWLEDGEMENT**

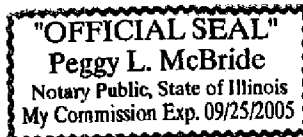
STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 9th day of April, 2004, Stuart I. Graff, 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 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 9th day of April, 2004

Peggy L. McBride  
 Notary Public





## Newell Operating Trademark Assignment

**SCHEDULE A**

( 3 Pages )

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TRADEMARK	COUNTRY	APP. NUM.	REG. NUM.	STATUS	APPL. DATE	REG. DATE
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PERFECTA	United States	76/191182		Published	09-Jan-2001	29-Apr-2003
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PROGLIDE	United States	74/506284	1908516	Registered	25-Mar-1994	01-Aug-1995
REFLECTIONS	United States	75/027117	2013761	Registered	04-Dec-1995	05-Nov-1996
ROYAL DIAMOND	United States	74/474655	1974033	Registered	30-Dec-1993	14-May-1996

*Newell Operating Trademark Assignment*

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WEAREVER AIR	United States	74/734914	2241712	Registered	27-Sep-1995	27-Apr-1999

**Foreign Marks**

TRADEMARK	COUNTRY	APPL. NUM.	REG. NUM.	STATUS	APPL. DATE	REG. DATE
MIRRO	Brazil	820346071	820346071	Registered	29-Oct-1997	07-Dec-1999
MIRRO	Chile	397186	511676	Registered	14-Nov-1997	06-May-1998
MIRRO	China	93005772	684783	Registered	27-Jan-1993	07-Apr-1994
MIRRO	Colombia	97056959	207737	Registered	30-Sep-1997	27-Apr-1998
CLUB	European Community	000144501	000144501	Registered	01-Apr-1996	16-Jun-1998
CLUB & QUATREFOIL DESIGN	France	139059	1214126	Registered	29-Sep-1972	29-Sep-1982
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES-SOLID)	France	139060	1214125	Registered	29-Sep-1972	29-Sep-1982
CLUB & QUATREFOIL DESIGN	Italy	RM92C003613	00644265	Registered	29-Sep-1972	03-Feb-1975
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES SOLID)	Italy	RM92C003614	00644266	Registered	29-Sep-1972	03-Feb-1975
CLUB	Japan	219668/91	1494164	Registered	20-Aug-1991	27-Feb-1992
WEAREVER	Korea	40-200317443		Pending	18-Apr-2003	
CALYPSO	Mexico	309139	564211	Registered	29-Sep-1997	25-Nov-1997
CHEF'S GRIP	Mexico	323397	574688	Registered	23-Feb-1998	31-Mar-1998
CONTOURS	Mexico	309137	564209	Registered	29-Sep-1997	25-Nov-1997
FOLEY	Mexico	330966	593774	Registered	29-Apr-1998	26-Nov-1998
FOREVER	Mexico	309138	564210	Registered	29-Sep-1997	25-Nov-1997
GET A GRIP	Mexico	396787	644808	Registered	27-Oct-1999	29-Feb-2000
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES DASHED AND SWIRLED)	Mexico	325418	585826	Registered	10-Mar-1998	28-Aug-1998
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES DASHED AND SWIRLED)	Mexico	325419	585827	Registered	10-Mar-1998	28-Aug-1998



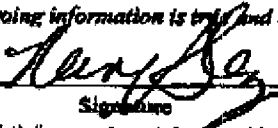
*Newell Operating Trademark Assignment*

TRADEMARK	COUNTRY	APPL. NUM.	REG. NUM.	STATUS	APPL. DATE	REG. DATE
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES-DASHED)	Mexico	325417	585825	Registered	10-Mar-1998	28-Aug-1998
MONOGRAM	Mexico	312510	565968	Registered	29-Oct-1997	28-Nov-1997
NO MORE BURNING . . . GUARANTEED	Mexico	285305	555006	Registered	28-Jan-1997	31-Jul-1997
PERFORMA	Mexico	313187	566986	Registered	05-Nov-1997	15-Dec-1997
SANTA FE	Mexico	288144	545476	Registered	26-Feb-1997	31-Mar-1997
SILHOUETTE	Mexico	301816	562178	Registered	18-Jul-1997	31-Oct-1997
SMARTSAVER	Mexico	313186	566985	Registered	05-Nov-1997	15-Dec-1997
WEAREVER	Mexico	175853	446487	Registered	19-Aug-1993	15-Nov-1993
WEAREVER AIR	Mexico	254956	552230	Registered	20-Feb-1996	27-Jun-1997
WEAREVER AIR COLLECTIONS	Mexico	254954	552229	Registered	20-Feb-1996	27-Jun-1997
WEAREVER COLLECTIONS	Mexico	236565	499014	Registered	03-Jul-1995	26-Jul-1995
WEAREVER	Peru	5064	26072	Registered	07-Mar-1996	22-May-1996
WEAREVER	Singapore			Pending	30-Sep-2002	
MIRRO	Spain	2007007	2007007	Registered	17-Jan-1996	17-Jan-1996
CLUB	Taiwan	83028630	669516	Registered	19-Apr-1994	01-Feb-1995
CLUB with SOLID CIRCLE DESIGN	Taiwan	76/12320	378746	Registered	12-Mar-1987	21-Feb-1990
DURACOTE	United Kingdom	1550909	1550909	Registered	18-Oct-1993	18-Oct-1993
KITCHEN PRO	United Kingdom	1551052	1551052	Registered	18-Oct-1993	18-Oct-1993
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES SOLID)	United Kingdom	991797	991797	Registered	09-May-1972	09-May-1972
PRO CUISINE	United Kingdom	1550902	1550902	Registered	18-Oct-1993	18-Oct-1993
QUATREFOIL DESIGN	United Kingdom	991796	991796	Registered	09-May-1972	09-May-1972
WEAREVER AIR	United Kingdom	2055657	2055657	Registered	07-Feb-1996	07-Feb-1996
WEAREVER AIR COLLECTIONS	United Kingdom	2055666	2055666	Registered	07-Feb-1996	07-Feb-1996

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12125935955 SCHULTE ROTH & ZABEL LLP

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Form TID-1394 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)		<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARKS ONLY</b>		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): <u>Ngwell Rubberworld, Inc.</u>			2. Name and address of receiving party(ies) Name: <u>Global Home Products LLC c/o Carberry Capital Management, L.P.</u>		
<input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input checked="" type="checkbox"/> Corporation - <u>Delaware</u> <input type="checkbox"/> Other			Internal Address: <u>299 Park Avenue</u> Street Address: City: <u>New York</u> State: <u>NY</u> Zip: <u>10171</u>		
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			<input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____		
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other			<input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation - <u>Delaware Limited Liability Company</u> <input type="checkbox"/> Other.		
Execution Date: <u>March 12, 2004</u>			If assignor is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No		
4. Application number(s) or registration number(s): A. Trademark Application No.(s) See attached schedule			B. Trademark Registration No.(s) See attached schedule		
Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Reine H. Glanz, Esq.</u> Internal Address: <u>Schulte Roth &amp; Zabel LLP</u>			6. Total number of applications and registrations involved: ..... <b>39</b>		
Street Address: <u>919 Third Avenue</u>			7. Total fee (37 CFR 3.41)..... \$ <u>965.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account		
City: <u>New York</u> State: <u>N.Y.</u> Zip: <u>10022</u>			8. Deposit account number: <u>500675 - Schulte Roth &amp; Zabel LLP</u> (Attach duplicate copy of this page if paying by deposit account)		
<b>DO NOT USE THIS SPACE</b>					
9. Statement and signature. <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i>					
<u>Reine H. Glanz, Esq.</u> Name of Person Signing		 Signature		<u>5/6/04</u> Date	
Total number of pages including cover sheet, attachments, and documents: <input checked="" type="checkbox"/>					
<small>and documents to be recorded with request must also be forwarded to          Commissioner of Patents &amp; Trademarks, Post-Assignment          Washington, D.C. 20514</small>					

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**TRADEMARK**  
**REEL: 002849 FRAME: 0097**  
**TRADEMARK**  
**REEL: 002931 FRAME: 0313**

FROM 12125935955 SCHULTE ROTH &amp; ZABEL LLP

(THU) 5. 6 '04 19:08/ST. 19:02/NO. 4861207621 P 3

TRADEMARK	COUNTRY	APPL. NUM.	REG. NUM.	STATUS	APPL. DATE	REG. DATE
ACCENT	United States	72/137006	745664	Registered	31-Jan-1962	26-Feb-1963
ACCENT	United States	72/069183	688578	Registered	09-Mar-1959	24-Nov-1959
ALLEGRO	United States	75/591976	2523049	Registered	19-Nov-1998	25-Dec-2001
CHEF DE CUISINE (STYLED)	United States	73/187614	1137920	Registered	02-Oct-1978	15-Jul-1980
CHEF'S GALLERY CLUB	United States	74/556096	1961082	Registered	01-Aug-1994	05-Mar-1996
CLUB & CONCENTRIC CIRCLES -	United States	72/196503	788937	Registered	26-Jun-1964	04-May-1965
CLUB CLASSIC	United States			Registered		
CLUB HOLIDAY (QUATREFOIL)	United States	71/690542	626684	Registered	30-Jun-1955	07-Feb-1956
CONCENTRIC CIRCLES DESIGN	United States	72/408275	936441	Registered	19-Nov-1971	27-Jun-1972
CONCENTRIC EASE	United States	75/522097	2315774	Registered	20-Jul-1998	08-Feb-2000
CONTOURS	United States	75/269520	2196630	Registered	04-Apr-1997	13-Oct-1998
CORONATION	United States	74/648698	1460090	Registered	09-Mar-1987	06-Oct-1987
FOLEY	United States	75/382917	2245619	Registered	31-Oct-1997	18-May-1999
GET A GRIP	United States	76/399294		Allowed	23-Apr-2002	
GREAT DISHES	United States	75/032208	2041505	Registered	13-Dec-1995	25-Feb-1997
IMPERIAL DIAMOND	United States	75/137030	2122412	Registered	22-Jul-1996	16-Dec-1997
INTELLITEMP	United States	73/447610	2314977	Registered	10-Mar-1998	01-Feb-2000
KITCHEN PRO	United States	74/244593	1779693	Registered	10-Feb-1992	29-Jun-1993
LIFECOTE	United States	75/197427	2112298	Registered	13-Nov-1996	11-Nov-1997
METALGUARD	United States	75/486834	2455769	Registered	19-May-1998	29-May-2001
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES DASHED AND SWIRLED)	United States	75/351359	2362683	Registered	03-Sep-1997	27-Jun-2000
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES DASHED AND SWIRLED)	United States	75/351961	2362684	Registered	03-Sep-1997	27-Jun-2000
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES-DASHED)	United States	75/151333	2360563	Registered	03-Sep-1997	20-Jun-2000
NO MORE BURNING GUARANTEED	United States	75/196986	2139769	Registered	12-Nov-1996	19-May-1998
PERFECTA	United States	76/191182		Published	09-Jan-2001	29-Apr-2003
PRO CUISINE	United States	74/281811	1805326	Registered	05-Jun-1992	16-Nov-1993
PROGLIDE	United States	74/506284	1908516	Registered	25-Mar-1994	01-Aug-1995
REFLECTIONS	United States	75/027117	2013761	Registered	04-Dec-1995	05-Nov-1996
ROYAL DIAMOND	United States	74/474655	1974033	Registered	30-Dec-1993	14-May-1996
SAFE FOR USE WITH METAL	United States	75/585140	2309080	Registered	09-Nov-1998	18-Jan-2000
SMART SAVERS	United States	75/307905	2235209	Registered	12-Jun-1997	23-Mar-1999
STRATABASE	United States	74/230349	1778385	Registered	27-Feb-1992	22-Jun-1993
THE GREY-TECH COLLECTION	United States	73/474392	1347963	Registered	09-Apr-1984	09-Jul-1985
TUFFCOTE	United States	73/210355	2107393	Registered	09-Dec-1996	21-Oct-1997
ULTIMA	United States	75/183779	2465884	Registered	18-Oct-1996	03-Jul-2001
WEAREVER AIR	United States	74/734914	2241713	Registered	27-Sep-1995	27-Apr-1999
WEAREVER COLLECTIONS	United States	74/617792	2269287	Registered	04-Jan-1995	10-Aug-1999

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TRADEMARK  
REEL: 002849 FRAME: 0098TRADEMARK  
REEL: 002931 FRAME: 0314

*Newell Operating Trademark Assignment*

**TRADEMARK ASSIGNMENT**

WHEREAS, NEWELL RUBBERMAID, INC., a Delaware corporation ("Seller"), and GLOBAL HOME PRODUCTS LLC, a Delaware limited liability company ("Purchaser") 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 subsidiary NEWELL OPERATING COMPANY, a Delaware 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, 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 all right, title and interest in and to the foreign trademark and service mark registrations and applications therefor listed in Schedule A hereto that comprise part of the Purchased Cookware Business Assets (collectively, the "Foreign 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 tradenames, and other similar proprietary rights currently related exclusively to the Cookware Business outside of Canada and Puerto Rico, 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 outside of Canada (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, Foreign 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:

1. 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 sue 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 if this Assignment and sale had not been made.

2. The Assignor hereby covenants and agrees that it will execute and deliver, or cause to be executed and delivered, all documents and instruments reasonably required to effect this Assignment, and will take, or cause to be taken, at Assignee's expense, all such further or other actions, as Purchaser or Assignee may reasonably deem

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*Newell Operating Trademark Assignment*

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.

4. The Assignor hereby warrants and represents that it has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. 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 Assignment this \_\_\_ day of April, 2004.

ASSIGNOR:

NEWELL OPERATING COMPANY

By: [Signature]  
Name: Stuart I. Graff  
Title: Assistant Secretary

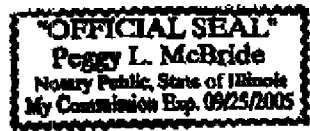
**CERTIFICATE OF ACKNOWLEDGEMENT**

STATE OF Illinois )  
  ) SS  
COUNTY OF Cook       )

On this 9th day of April, 2004, Stuart I. Graff, 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 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 9th day of April, 2004

[Signature: Peggy L. McBride]  
Notary Public



TRADEMARK  
REEL: 002849 FRAME: 0100

TRADEMARK  
REEL: 002931 FRAME: 0316

*Nowell Operating Trademark Assignment*

**ASSIGNEE:**

**MIRRO OPERATING COMPANY LLC**

By: *[Signature]*  
Name: Jeff Zappone  
Title: Treasurer & Chief Financial Officer

**CERTIFICATE OF ACKNOWLEDGEMENT**

STATE OF *New York* )  
COUNTY OF *New York* ) SS

On this *9th* 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 *9th* day of April, 2004

*[Signature]*  
Notary Public

SANDEEP BHATTA  
Notary Public, State of New York  
No. 02816088224  
Qualified in New York County  
Commission Expires 03/27/08

**TRADEMARK**  
**REEL: 002849 FRAME: 0101**

**TRADEMARK**  
**REEL: 002931 FRAME: 0317**

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*Newell Operating Trademark Assignment*

**SCHEDULE A**  
( 3 Pages )

**Federal Marks**

ACCENT	United States	72/137006	745664	Registered	31-Jan-1962	26-Feb-1963
ACCENT	United States	72/069183	688578	Registered	09-Mar-1959	24-Nov-1959
ALLEGRO	United States	75/391976	2523049	Registered	19-Nov-1998	25-Dec-2001
CHEF DE CUISINE (STYLIZED)	United States	73/187614	1137920	Registered	02-Oct-1978	15-Jul-1980
CHEF'S GALLERY CLUB	United States	74/536096	1981082	Registered	01-Aug-1994	05-Mar-1996
CLUB & CONCENTRIC CIRCLES +	United States	72/196503	788937	Registered	26-Jun-1964	04-May-1965
CLUB CLASSIC	United States	72/414399	941834	Registered	03-Feb-1972	29-Aug-1972
CLUB HOLIDAY (QUATREFOIL)	United States		2604347	Registered	29-May-2001	06-Aug-2002
CONCENTRIC CIRCLES DESIGN	United States	71/690542	620684	Registered	30-Jun-1955	07-Feb-1956
CONCENTRIC BARS	United States	72/408275	936441	Registered	19-Nov-1971	27-Jun-1972
CONTOURS	United States	75/522097	2315774	Registered	20-Jul-1998	08-Feb-2000
CORONATION	United States	75/269520	2190630	Registered	04-Apr-1997	13-Oct-1998
FOLBY	United States	74/648688	1460090	Registered	06-Mar-1989	04-Dec-1989
GET A GRIP	United States	75/382917	2245619	Registered	31-Oct-1997	18-May-1999
GREAT DISHES	United States	76/399294		Allowed	23-Apr-2002	
IMPERIAL DIAMOND	United States	75/032208	2041505	Registered	13-Dec-1995	25-Feb-1997
INTELLITEMP	United States	75/137030	2122412	Registered	22-Jul-1996	16-Dec-1997
KITCHEN PRO	United States	75/447610	2314977	Registered	10-Mar-1998	01-Feb-2000
LIFECOTE	United States	74/244593	1779693	Registered	10-Feb-1992	29-Jun-1993
METALGUARD	United States	75/197427	2112296	Registered	13-Nov-1996	11-Nov-1997
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES DASHED AND SWIRLED)	United States	75/486834	2455769	Registered	18-May-1998	29-May-2001
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES DASHED AND SWIRLED)	United States	75/351359	2362683	Registered	03-Sep-1997	27-Jun-2000
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES DASHED AND SWIRLED)	United States	75/351361	2362684	Registered	03-Sep-1997	27-Jun-2000
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES DASHED)	United States	75/351333	2360563	Registered	03-Sep-1997	20-Jun-2000
NO MORE BURNING . . . GUARANTEED	United States	75/196986	2159769	Registered	12-Nov-1996	19-May-1998
PERFECTA	United States	76/191182		Published	09-Jan-2001	29-Apr-2003
PRO CUISINE	United States	74/281811	1805326	Registered	05-Jun-1992	16-Nov-1993
PROGLIDE	United States	74/506284	1908516	Registered	25-Mar-1994	01-Aug-1995
REFLECTIONS	United States	75/027117	2013761	Registered	04-Dec-1995	05-Nov-1996
ROYAL DIAMOND	United States	74/474055	1974033	Registered	30-Dec-1993	14-May-1996
SAFE FOR USE WITH METAL +	United States	75/585140	2309080	Registered	09-Nov-1998	18-Jan-2000

*Newell Operating Trademark Assignment*

TRADEMARK	Country	Serial No.	Reg. No.	Status	Reg. Date	Exp. Date
SMART SAVERS	United States	75/307905	2235209	Registered	12-Jun-1997	23-Mar-1999
STRATABASE	United States	74/250349	1778385	Registered	27-Feb-1992	22-Jun-1993
THE GRFY-TECH COLLECTION	United States	73/474392	1347963	Registered	09-Apr-1984	09-Jul-1985
TUFFCOIT	United States	75/210355	2107393	Registered	09-Dec-1996	21-Oct-1997
ULTIMA	United States	75/183779	2465884	Registered	18-Oct-1996	03-Jul-2001
WEAREVER AIR	United States	74/734914	2241712	Registered	27-Sep-1995	27-Apr-1999
WEAREVER COLLECTIONS	United States	74/617792	2269287	Registered	04-Jan-1995	10-Aug-1999

**Foreign Marks**

TRADEMARK	Country	Serial No.	Reg. No.	Status	Reg. Date	Exp. Date
MIRRO	Brazil	820346071	820346071	Registered	29-Oct-1997	07-Dec-1999
MIRRO	Chile	397186	511676	Registered	14-Nov-1997	06-May-1998
MIRRO	China	93005772	684783	Registered	27-Jan-1993	07-Apr-1994
MIRRO	Colombia	97056959	207737	Registered	30-Sep-1997	27-Apr-1998
CLUB	European Community	000144501	000144501	Registered	01-Apr-1996	16-Jan-1998
CLUB & QUATREFOIL DESIGN	France	139059	1214126	Registered	29-Sep-1972	29-Sep-1982
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES-SOLID)	France	139060	1214125	Registered	29-Sep-1972	29-Sep-1982
CLUB & QUATREFOIL DESIGN	Italy	RM92C00361 3	00644265	Registered	29-Sep-1972	03-Feb-1975
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES SOLID)	Italy	RM92C00361 4	00644266	Registered	29-Sep-1972	03-Feb-1975
CLUB	Japan	21966821	1494164	Registered	20-Aug-1991	27-Feb-1992
WEAREVER CALYPSO	Korea	40-200317443		Pending	18-Apr-2003	
CHEF'S GRIP	Mexico	309139	564211	Registered	29-Sep-1997	25-Nov-1997
CONTOURS	Mexico	323397	574888	Registered	23-Feb-1998	31-Mar-1998
FOLEY	Mexico	309137	564209	Registered	29-Sep-1997	25-Nov-1997
FOREVER	Mexico	330906	593774	Registered	29-Apr-1998	26-Nov-1998
GET A GRIP	Mexico	309138	564210	Registered	29-Sep-1997	25-Nov-1997
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES DASHED AND SWIRLED)	Mexico	325418	585826	Registered	27-Oct-1999	29-Feb-2000
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES DASHED AND SWIRLED)	Mexico	325419	585827	Registered	10-Mar-1998	28-Aug-1998

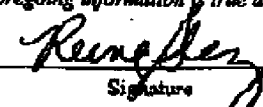


*Nowell Operating Trademark Assignment*

TRADE MARK	COUNTRY	APP. NO.	REG. NO.	STATUS	REG. DATE	ASSIGN. DATE
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES DASHED)	Mexico	325417	585825	Registered	10-Mar-1998	28-Aug-1998
MONOGRAM	Mexico	312510	565968	Registered	29-Oct-1997	28-Nov-1997
NO MORE BURNING. GUARANTEED	Mexico	285305	535006	Registered	28-Jan-1997	31-Jul-1997
PERFORMA	Mexico	313187	566986	Registered	05-Nov-1997	15-Dec-1997
SANTA FE	Mexico	288144	545476	Registered	26-Feb-1997	31-Mar-1997
SILHOUETTE	Mexico	301816	562178	Registered	18-Jul-1997	31-Oct-1997
SMARTSAVER	Mexico	313186	566985	Registered	05-Nov-1997	15-Dec-1997
WEAREVER	Mexico	175853	446487	Registered	19-Aug-1993	15-Nov-1993
WEAREVER AIR	Mexico	254956	552230	Registered	20-Feb-1996	27-Jan-1997
WEAREVER AIR COLLECTIONS	Mexico	254954	552229	Registered	20-Feb-1996	27-Jun-1997
WEAREVER COLLECTIONS	Mexico	236565	499014	Registered	03-Jul-1995	26-Jul-1995
WEAREVER	Peru	5064	26072	Registered	07-Mar-1996	22-May-1996
WEAREVER	Singapore			Pending	30-Sep-2002	
MIRRO	Spain	2007007	2007007	Registered	17-Jan-1996	17-Jan-1996
CLUB	Taiwan	83028630	669516	Registered	19-Apr-1994	01-Feb-1995
CLUB with SOLID CIRCLE DESIGN	Taiwan	7672320	378746	Registered	12-Mar-1987	21-Feb-1990
DURACOTE	United Kingdom	1550909	1550909	Registered	18-Oct-1993	18-Oct-1993
KITCHEN PRO	United Kingdom	1551052	1551052	Registered	18-Oct-1993	18-Oct-1993
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES SOLID)	United Kingdom	991797	991797	Registered	09-May-1972	09-May-1972
PRO CUISINE	United Kingdom	1550902	1550902	Registered	18-Oct-1993	18-Oct-1993
QUATREFOIL DESIGN	United Kingdom	991796	991796	Registered	09-May-1972	09-May-1972
WEAREVER AIR	United Kingdom	2055657	2055657	Registered	07-Feb-1996	07-Feb-1996
WEAREVER AIR COLLECTIONS	United Kingdom	2055666	2055666	Registered	07-Feb-1996	07-Feb-1996

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Form PTG-1594 (Rev. 03-01) OMB No. 0631-0027 (exp. 5/31/2002) Tab ratings → → → ▼ ▼ ▼ ▼ ▼ ▼ ▼		<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARKS ONLY</b>	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.			
1. Name of conveying party(ies): <b>Newell Holdings-Delaware, Inc. Operating Company</b>		2. Name and address of receiving party(ies) Name: <b>Mirro Operating Company LLC</b> Internal Address: <b>5115 Parkcenter Avenue, Suite 150</b> Street Address: City: <b>Dublin</b> State: <b>OH</b> Zip: <b>43017</b> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation - _____ <input checked="" type="checkbox"/> Other: <b>a Delaware limited liability company</b>	
<input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input checked="" type="checkbox"/> Corporation - <b>Delaware</b> <input type="checkbox"/> Other Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other - <b>corrective Assignment to correct conveying party, receiving party and execution date for assignment previously recorded at reel/frame 2849/0097</b> Execution Date: <b>April 9, 2004</b>			
4. Application number(s) or registration number(s): A. Trademark Application No.(s) See attached schedules Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		B. Trademark Registration No.(s) See attached schedules	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <b>Reine H. Glanz, Esq.</b> Internal Address: <b>Schulte Roth &amp; Zabel LLP</b> _____ _____ Street Address: <b>919 Third Avenue</b> _____ _____ City: <b>New York</b> State: <b>N.Y.</b> Zip: <b>10022</b>		6. Total number of applications and registrations involved: ..... <b>28</b> 7. Total fee (37 CFR 3.41)..... \$ <b>965.00</b> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account	
		8. Deposit account number: <b>508675 - Schulte Roth &amp; Zabel LLP</b> (Attach duplicate copy of this page if paying by deposit account)	
<b>DO NOT USE THIS SPACE</b>			
9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.			
<b>Reine H. Glanz, Esq.</b> Name of Person Signing		 Signature	
		July 29, 2004 Date	
Total number of pages including cover sheet, attachments, and documents: <b>28</b>			

Mail documents to be recorded with original cover sheet information to:  
 Commissioner of Patents & Trademarks, Box 999  
 Washington, D.C. 20231

9649711.4

FROM 12125935955 SCHULTE ROTH & ZABEL

(FRI) 7/30/04 20:16/ST. 20:14/NO. 4261743683 P 3

Assignment of Intellectual Property Assets

**SCHEDULE A**  
 (3 Pages)

**Federal Marks**

TRADEMARK	COUNTRY	REG. NO.	REG. NO.	STATUS	REG. DATE	EXPIRES
AIRBAKE	United States	74/098881	1659807	Registered	18-Sep-1990	08-Oct-1991
ACCENT	United States	72/137006	745664	Registered	31-Jan-1962	26-Feb-1963
ACCENT	United States	72/069183	688578	Registered	09-Mar-1959	24-Nov-1959
ALLEGRO	United States	73/391976	2523049	Registered	19-Nov-1998	25-Dec-2001
CHEF DE CUISINE (STYLIZED)	United States	73/187614	1137920	Registered	02-Oct-1978	15-Jul-1980
CHEF'S GALLERY	United States	74/356096	1961082	Registered	01-Aug-1994	05-Mar-1996
CLUB	United States	72/196503	788937	Registered	26-Jun-1964	04-May-1965
CLUB & CONCENTRIC CIRCLES +	United States	72/414399	941834	Registered	03-Feb-1972	29-Aug-1972
CLUB CLASSIC	United States		2604347	Registered	29-May-2001	06-Aug-2002
CLUB HOLIDAY (QUATREFOIL)	United States	71/690542	620684	Registered	30-Jun-1955	07-Feb-1956
CONCENTRIC CIRCLES DESIGN	United States	72/408275	936441	Registered	19-Nov-1971	27-Jun-1972
CONCENTRIC EASE	United States	73/322097	2315774	Registered	20-Jul-1998	08-Feb-2000
CONTOURS	United States	75/269520	2196630	Registered	04-Apr-1997	13-Oct-1998
CORONATION	United States	74/648688	1460090	Registered	09-Mar-1987	06-Oct-1987
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GREAT DISHES	United States	75/032208	2041505	Registered	13-Dec-1995	25-Feb-1997
IMPERIAL DIAMOND	United States	75/137030	2122412	Registered	22-Jul-1996	16-Dec-1997
INTELLTEMP	United States	73/447610	2314977	Registered	10-Mar-1998	01-Feb-2000
KITCHEN PRO	United States	74/244593	1779693	Registered	10-Feb-1992	29-Jun-1993
LIFECOOTE	United States	75/197427	2112298	Registered	13-Nov-1996	11-Nov-1997
METALGUARD	United States	73/486834	2455769	Registered	19-May-1998	29-May-2001
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES DASHED AND SWIRLED)	United States	75/351359	2362683	Registered	03-Sep-1997	27-Jun-2000
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES DASHED AND SWIRLED)	United States	75/351361	2362684	Registered	03-Sep-1997	27-Jun-2000
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES DASHED)	United States	75/351333	2360563	Registered	03-Sep-1997	20-Jun-2000
NO MORE BURNING . . . GUARANTEED	United States	75/196986	2159769	Registered	12-Nov-1996	19-May-1998
PERFECTA	United States	76/191182		Published	09-Jan-2001	29-Apr-2003
PRO CUISINE	United States	74/281811	1805326	Registered	05-Jun-1992	16-Nov-1993
PROGLIDE	United States	74/506284	1908516	Registered	25-Mar-1994	01-Aug-1995
REFLECTIONS	United States	75/027117	2013761	Registered	04-Dec-1995	05-Nov-1996
ROYAL DIAMOND	United States	74/474655	1974033	Registered	30-Dec-1993	14-May-1996

FROM 12125935955 SCHULTE ROTH & ZABEL

(FRI) 7. 30. 04 20:16/ST. 20:14/NO. 4261743683 P 4

*Assignment of Intellectual Property Assets*

TRADEMARK	COUNTRY	REG. NO.	REG. NO.	STATUS	REG. DATE	ASSIGN. DATE
SAFE FOR USE WITH METAL +	United States	75/585140	2309080	Registered	09-Nov-1998	18-Jan-2000
SMART SAVERS	United States	75/307905	2235209	Registered	12-Jun-1997	23-Mar-1999
STRATABASE	United States	74/250349	1778385	Registered	27-Feb-1992	22-Jun-1993
THE GREY-TECH COLLECTION	United States	73/474392	1347963	Registered	09-Apr-1984	09-Jul-1985
TUFFCOTE	United States	75/210355	2107393	Registered	09-Dec-1996	21-Oct-1997
ULTIMA	United States	75/183779	2465884	Registered	18-Oct-1996	03-Jul-2001
WEAREVER AIR	United States	74/734914	2241712	Registered	27-Sep-1995	27-Apr-1999

FROM 12125935955 SCHULTE ROTH & ZABEL

(FRI) 7. 30. 04 20:16/ST. 20:14/NO. 4261743683 P 5

*Newell Operating Trademark Assignment*

**TRADEMARK ASSIGNMENT**

WHEREAS, NEWELL RUBBERMAID, INC., a Delaware corporation ("Seller"), and GLOBAL HOME PRODUCTS LLC, a Delaware limited liability company ("Purchaser") 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 subsidiary NEWELL OPERATING COMPANY, a Delaware 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, 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 all right, title and interest in and to the foreign trademark and service mark registrations and applications therefor listed in Schedule A hereto that comprise part of the Purchased Cookware Business Assets (collectively, the "Foreign 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 tradenames, and other similar proprietary rights currently related exclusively to the Cookware Business outside of Canada and Puerto Rico, 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 outside of Canada (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, Foreign 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:

1. 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 sue 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 if this Assignment and sale had not been made.

2. The Assignor hereby covenants and agrees that it will execute and deliver, or cause to be executed and delivered, all documents and instruments reasonably required to effect this Assignment, and will take, or cause to be taken, at Assignee's expense, all such further or other actions, as Purchaser or Assignee may reasonably deem

FROM 12125935955 SCHULTE ROTH & ZABEL

(FRI) 7. 30' 04 20:17/ST. 20:14/NO. 4261743683 P 6

*Newell Operating Trademark Assignment*

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.

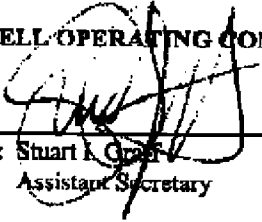
4. The Assignor hereby warrants and represents that it has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. 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 Assignment this \_\_\_\_ day of April, 2004.

**ASSIGNOR:**

**NEWELL OPERATING COMPANY**

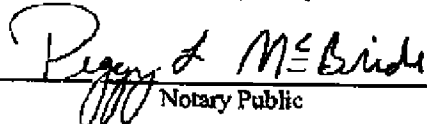
By:   
Name: Stuart I. Graff  
Title: Assistant Secretary

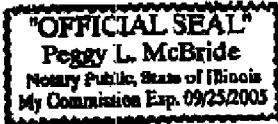
**CERTIFICATE OF ACKNOWLEDGEMENT**

STATE OF Illinois )  
  ) SS  
COUNTY OF Cook                    )

On this 9th day of April, 2004, Stuart I. Graff, 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 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 9th day of April, 2004

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



FROM 12125935955 SCHULTE ROTH & ZABEL  
FROM SCHULTE ROTH & ZABEL LLP 12125935955

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(WED) 4.7'04 20:05/ST. 19:56/NO. 4260783433 P 35

**Nowell Operating Trademark Assignment**

**ASSIGNEE:**

**MIRRO OPERATING COMPANY LLC**

By:   
Name: Jeff Zappone  
Title: Treasurer & Chief Financial Officer

**CERTIFICATE OF ACKNOWLEDGEMENT**

STATE OF New York )  
                                  ) )  
COUNTY OF New York ) )

On this 7th 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 7th day of April, 2004

Notary Public

SANDEEP SHARMA  
Notary Public, State of New York  
No. 02SH6039224  
Qualified in New York County  
Commission Expires 03/27/20

FROM 12125935955 SCHULTE ROTH & ZABEL

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*Newell Operating Trademark Assignment*

**SCHEDULE A**  
 ( 3 Pages )

**Federal Marks**

TRADEMARK	COUNTRY	REG. NO.	REG. NO.	STATUS	REG. DATE	REG. DATE
AIRBAKE	United States	74/098881	1659807	Registered	18-Sep-1990	08-Oct-1991
ACCENT	United States	72/137006	745664	Registered	31-Jan-1962	26-Feb-1963
ACCENT	United States	72/069183	688578	Registered	09-Mar-1959	24-Nov-1959
ALLEGRO	United States	75/591976	2523049	Registered	19-Nov-1998	25-Dec-2001
CHEF DE CUISINE (STYLIZED)	United States	73/187614	1137920	Registered	02-Oct-1978	15-Jul-1980
CHEF'S GALLERY	United States	74/556096	1961082	Registered	01-Aug-1994	05-Mar-1996
CLUB	United States	72/196503	788937	Registered	26-Jun-1964	04-May-1965
CLUB & CONCENTRIC CIRCLES +	United States	72/414399	941834	Registered	03-Feb-1972	29-Aug-1972
CLUB CLASSIC	United States		2604347	Registered	29-May-2001	06-Aug-2002
CLUB HOLIDAY (QUATREFOIL)	United States	71/690542	620684	Registered	30-Jun-1955	07-Feb-1956
CONCENTRIC CIRCLES DESIGN	United States	72/408273	936441	Registered	19-Nov-1971	27-Jun-1972
CONCENTRIC EASE	United States	75/522097	2315774	Registered	20-Jul-1998	08-Feb-2000
CONTOURS	United States	75/269520	2196630	Registered	04-Apr-1997	13-Oct-1998
CORONATION	United States	74/648688	1460090	Registered	09-Mar-1987	06-Oct-1987
FOLEY	United States	75/382917	2245619	Registered	31-Oct-1997	18-May-1999
GET A GRIP	United States	76/399294		Allowed	23-Apr-2002	
GREAT DISHES	United States	75/032208	2041505	Registered	13-Dec-1995	25-Feb-1997
IMPERIAL DIAMOND	United States	75/137030	2122412	Registered	22-Jul-1996	16-Dec-1997
INTELLITEMP	United States	75/447610	2314977	Registered	10-Mar-1998	01-Feb-2000
KITCHEN PRO	United States	74/244591	1779693	Registered	10-Feb-1992	29-Jun-1993
LIFECOTE	United States	75/197427	2112298	Registered	13-Nov-1996	11-Nov-1997
METALGUARD	United States	75/486834	2455769	Registered	19-May-1998	29-May-2001
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES DASHED AND SWIRLED)	United States	75/351359	2362683	Registered	03-Sep-1997	27-Jun-2000
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES DASHED AND SWIRLED)	United States	75/351361	2362684	Registered	03-Sep-1997	27-Jun-2000
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES-DASHED)	United States	75/351333	2360563	Registered	03-Sep-1997	20-Jun-2000
NO MORE BURNING . . . GUARANTEED	United States	75/196986	2159769	Registered	12-Nov-1996	19-May-1998
PERFECTA	United States	76/191182		Published	09-Jun-2001	29-Apr-2003
PRO CUISINE	United States	74/281811	1805326	Registered	05-Jun-1992	16-Nov-1993
PROGLIDE	United States	74/506284	1908516	Registered	25-Mar-1994	01-Aug-1995
REFLECTIONS	United States	75/027117	2013761	Registered	04-Dec-1995	05-Nov-1996
ROYAL DIAMOND	United States	74/474655	1974033	Registered	30-Dec-1993	14-May-1996



FROM 12125935955 SCHULTE ROTH & ZABEL

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*Newell Operating Trademark Assignments*

TRADEMARK	COUNTRY	REG. NO.	REG. NO.	STATUS	REG. DATE	EXPIRES
SAFE FOR USE WITH METAL +	United States	75/585140	2309080	Registered	09-Nov-1998	18-Jan-2000
SMART SAVERS	United States	75/307905	2235209	Registered	12-Jun-1997	23-Mar-1999
STRATABASE	United States	74/250349	1778385	Registered	27-Feb-1992	22-Jun-1993
THE GREY-TECH COLLECTION	United States	73/474392	1347963	Registered	09-Apr-1984	09-Jul-1985
TUFFCOTE	United States	75/210335	2107393	Registered	09-Dec-1996	21-Oct-1997
ULTIMA	United States	75/183779	2465884	Registered	18-Oct-1996	03-Jul-2001
WEAVER AIR	United States	74/734914	2241712	Registered	27-Sep-1993	27-Apr-1999

**Foreign Marks**

TRADEMARK	COUNTRY	REG. NO.	REG. NO.	STATUS	REG. DATE	EXPIRES
MIRRO	Brazil	820346071	820346071	Registered	29-Oct-1997	07-Dec-1999
MIRRO	Chile	397186	511676	Registered	14-Nov-1997	06-May-1998
MIRRO	China	93005772	684783	Registered	27-Jan-1993	07-Apr-1994
MIRRO	Colombia	97056959	207737	Registered	30-Sep-1997	27-Apr-1998
CLUB	European Community	000144501	000144501	Registered	01-Apr-1996	16-Jun-1998
CLUB & QUATREFOIL DESIGN	France	139059	1214126	Registered	29-Sep-1972	29-Sep-1982
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES-SOLID)	France	139060	1214125	Registered	29-Sep-1972	29-Sep-1982
CLUB & QUATREFOIL DESIGN	Italy	RM92C00361 3	00644265	Registered	29-Sep-1972	03-Feb-1975
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES SOLID)	Italy	RM92C00361 4	00644266	Registered	29-Sep-1972	03-Feb-1975
CLUB	Japan	219668/91	1494164	Registered	20-Aug-1991	27-Feb-1992
WEAVER	Korea	40-200317443		Pending	18-Apr-2003	
CALYPSO	Mexico	309139	564211	Registered	29-Sep-1997	25-Nov-1997
CHEF'S GRIP	Mexico	323397	574688	Registered	23-Feb-1998	31-Mar-1998
CONTOURS	Mexico	309137	564209	Registered	29-Sep-1997	25-Nov-1997
FOLEY	Mexico	330966	593774	Registered	29-Apr-1998	26-Nov-1998
FOREVER	Mexico	309138	564210	Registered	29-Sep-1997	25-Nov-1997
GET A GRIP	Mexico	396787	644808	Registered	27-Oct-1999	29-Feb-2000
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES DASHED AND SWIRLED)	Mexico	325418	585826	Registered	10-Mar-1998	28-Aug-1998
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES DASHED AND SWIRLED)	Mexico	325419	585827	Registered	10-Mar-1998	28-Aug-1998

FROM 12125935955 SCHULTE ROTH & ZABEL

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*Newell Operating Trademark Assignment*

TRADEMARK	COUNTRY	REG. NO.	REG. NO.	STATUS	REG. DATE	REG. DATE
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES-DASHED)	Mexico	325417	585825	Registered	10-Mar-1998	28-Aug-1998
MONOGRAM	Mexico	312510	565968	Registered	29-Oct-1997	28-Nov-1997
NO MORE BURNING . . . GUARANTEED	Mexico	285305	555006	Registered	28-Jan-1997	31-Jul-1997
PERFORMA	Mexico	313187	566986	Registered	05-Nov-1997	15-Dec-1997
SANTA FE	Mexico	288144	545476	Registered	26-Feb-1997	31-Mar-1997
SILHOUETTE	Mexico	301816	562178	Registered	18-Jul-1997	31-Oct-1997
SMARTSAVER	Mexico	313186	566985	Registered	05-Nov-1997	15-Dec-1997
WEAREVER	Mexico	175853	446487	Registered	19-Aug-1993	15-Nov-1993
WEAREVER AIR	Mexico	254956	552230	Registered	20-Feb-1996	27-Jun-1997
WEAREVER AIR COLLECTIONS	Mexico	254954	552229	Registered	20-Feb-1996	27-Jun-1997
WEAREVER COLLECTIONS	Mexico	236565	499014	Registered	03-Jul-1995	26-Jul-1995
WEAREVER	Peru	5064	26072	Registered	07-Mar-1996	22-May-1996
WEAREVER	Singapore			Pending	30-Sep-2002	
MIRRO	Spain	2007007	2007007	Registered	17-Jan-1996	17-Jan-1996
CLUB	Taiwan	83028630	669516	Registered	19-Apr-1994	01-Feb-1995
CLUB with SOLID CIRCLE DESIGN	Taiwan	7672320	378746	Registered	12-Mar-1987	21-Feb-1990
DURACOTE	United Kingdom	1550909	1550909	Registered	18-Oct-1993	18-Oct-1993
KITCHEN PRO	United Kingdom	1551052	1551052	Registered	18-Oct-1993	18-Oct-1993
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES SOLID)	United Kingdom	991797	991797	Registered	09-May-1972	09-May-1972
PRO CUISINE	United Kingdom	1550902	1550902	Registered	18-Oct-1993	18-Oct-1993
QUATREFOIL DESIGN	United Kingdom	991796	991796	Registered	09-May-1972	09-May-1972
WEAREVER AIR	United Kingdom	2055657	2055657	Registered	07-Feb-1996	07-Feb-1996
WEAREVER AIR COLLECTIONS	United Kingdom	2055666	2055666	Registered	07-Feb-1996	07-Feb-1996

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FROM 12125935955 SCHULTE ROTH & ZABEL

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FROM 12125935955 SCHULTE ROTH & ZABEL LLP

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TRADEMARK	COUNTRY	APPL. NO.	REG. NO.	STATUS	APPL. DATE	REG. DATE
ACCENT	United States	72/157006	745684	Registered	31-Jan-1992	24-Feb-1993
ACCENT	United States	72/068193	688578	Registered	09-Mar-1999	24-Nov-1999
ALLEGRO	United States	72/391976	2523049	Registered	18-Nov-1998	25-Dec-2001
CHEF DE CUISINE (STYLIZED)	United States	73/187614	1137328	Registered	02-Oct-1978	15-Jul-1986
CHEF'S GALLERY	United States	74/556084	1961687	Registered	01-Aug-1994	05-Mar-1996
CLUB	United States	72/196303	788937	Registered	26-Jan-1994	04-May-1995
CLUB & CONCENTRIC CIRCLES -	United States	72/414399	341834	Registered	03-Feb-1972	29-Aug-1972
CLUB CLASSIC	United States		260147	Registered	20-May-2001	06-Aug-2002
CLUB HOLIDAY (QUATREFOIL)	United States	71/698342	620284	Registered	30-Jun-1995	07-Feb-1996
CONCENTRIC CIRCLES DESIGN	United States	72/408275	936441	Registered	13-Nov-1971	27-Jun-1972
CONCENTRIC RIBS	United States	75/522897	2315774	Registered	20-Jul-1998	09-Feb-2000
CONTOURS	United States	75/289520	2196630	Registered	04-Apr-1997	13-Oct-1998
CORONATION	United States	74/646388	1440890	Registered	08-Mar-1987	06-Oct-1987
FOLEY	United States	75/312817	2245619	Registered	31-Oct-1997	18-May-1999
GET A GRIP	United States	70/822304		Allowed	23-Apr-2002	
GREAT BIRDS	United States	75/022208	2041308	Registered	11-Dec-1995	25-Feb-1997
IMPERIAL DIAMOND	United States	75/197050	2122412	Registered	22-Jul-1996	16-Dec-1997
INTELLITIME	United States	75/447810	2318977	Registered	10-Mar-1998	01-Feb-2000
KITCHEN PRO	United States	74/744888	1776588	Registered	10-Feb-1992	29-Jun-1993
LIFECOTE	United States	75/197677	2112298	Registered	19-Nov-1996	11-Nov-1997
METALGUARD	United States	75/486134	2455769	Registered	19-May-1998	29-May-2001
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES DASHED AND SWIRLED)	United States	75/51859	236383	Registered	03-Sep-1997	27-Jun-2000
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES DASHED AND SWIRLED)	United States	75/31351	236284	Registered	03-Sep-1997	27-Jun-2000
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES DASHED)	United States	75/51383	236363	Registered	03-Sep-1997	26-Jun-2000
NO MORE BURNING QUARANTEED	United States	75/150808	2130760	Registered	12-Nov-1994	10-May-1998
PERFECTA	United States	75/191182		Published	09-Jun-2001	29-Apr-2003
PRO CUISINE	United States	75/281811	1908324	Registered	05-Jan-1992	18-Nov-1993
PROGLIDE	United States	74/962384	1908516	Registered	25-Mar-1994	01-Aug-1995
REFLECTIONS	United States	75/027117	2019781	Registered	04-Dec-1995	05-Nov-1996
ROYAL DIAMOND	United States	74/474833	1974083	Registered	20-Dec-1993	14-May-1996
SAFE FOR USE WITH METAL	United States	75/98140	2308088	Registered	09-Nov-1998	28-Jan-2000
SMART SAVERS	United States	75/07996	2235298	Registered	12-Jun-1997	23-Mar-1999
STRATABASE	United States	74/280840	1770385	Registered	27-Feb-1992	22-Jun-1993
THE GREY TECH COLLECTION	United States	73/474352	154963	Registered	09-Apr-1984	09-Jul-1985
TOPFOOTE	United States	75/216333	2107363	Registered	09-Dec-1994	21-Oct-1997
ULTIMA	United States	75/183728	2465824	Registered	12-Oct-1996	03-Jul-2001
WEAREVER AIR	United States	74/734914	2241713	Registered	27-Sep-1995	27-Apr-1999
WEAREVER COLLECTIONS	United States	74/017792	3269387	Registered	04-Jan-1995	10-Aug-1999

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TRADEMARK  
 REEL: 002931 FRAME: 0330

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*Newell Operating Trademark Assignment*

**TRADEMARK ASSIGNMENT**

WHEREAS, NEWELL RUBBERMAID, INC., a Delaware corporation ("Seller"), and GLOBAL HOME PRODUCTS LLC, a Delaware limited liability company ("Purchaser") 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 subsidiary NEWELL OPERATING COMPANY, a Delaware 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 MIRROR OPERATING COMPANY LLC, 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 all right, title and interest in and to the foreign trademark and service mark registrations and applications therefor listed in Schedule A hereto that comprise part of the Purchased Cookware Business Assets (collectively, the "Foreign 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 trade names, and other similar proprietary rights currently related exclusively to the Cookware Business outside of Canada and Puerto Rico, 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 to the Cookware Business outside of Canada (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, Foreign 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:

1. 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 assumed thereby, including the full right to sue 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 if this Assignment and sale had not been made.

2. The Assignor hereby covenants and agrees that it will execute and deliver, or cause to be executed and delivered, all documents and instruments reasonably required to effect this Assignment, and will take, or cause to be taken, at Assignee's expense, all such further or other actions, as Purchaser or Assignee may reasonably deem

TRADEMARK  
REEL: 002849 FRAME: 0099

TRADEMARK  
REEL: 002931 FRAME: 0331

FROM 12125935955 SCHULTE ROTH & ZABEL

(FRI) 7. 30' 04 20:20/ST. 20:14/NO. 4261743683 P 15

TO 12125935955 SCHULTE ROTH & ZABEL LLP

(THU) 5. 6' 04 19:08/ST. 19:02/NO. 4861207621 P 5

*Newell Operating Trademark Assignment*

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.

4. The Assignor hereby warrants and represents that it has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. 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 Assignment this \_\_\_\_ day of April, 2004,

ASSIGNOR:

NEWELL OPERATING COMPANY

By: [Signature]  
Name: Stuart L. Graft  
Title: Assistant Secretary

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF Illinois )  
COUNTY OF Cook ) ss

On this 9th day of April, 2004, Stuart L. Graft, 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 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 9th day of April, 2004

[Signature]  
Notary Public



TRADEMARK  
REEL: 002849 FRAME: 0100

TRADEMARK  
REEL: 002931 FRAME: 0332

FROM 12125935955 SCHULTE ROTH & ZABEL

(FRI) 7. 30' 04 20:20/ST. 20:14/NO. 4261743683 P 16

*Mirro Operating Trademark Assignment*

**ASSIGNEE:**

**MIRRO OPERATING COMPANY LLC**

By: *[Signature]*  
Name: Jeff Zappone  
Title: Treasurer & Chief Financial Officer

**CERTIFICATE OF ACKNOWLEDGEMENT**

STATE OF New York )  
COUNTY OF New York ) 89

On this 9<sup>th</sup> day of April, 2004, Jeff Zappone, being personally known to 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 9<sup>th</sup> day of April, 2004

*[Signature]*  
Notary Public

SANDEEP SHARMA  
Notary Public, State of New York  
No. 08818058224  
Qualified in New York County  
Commission Expires 06/27/06

**TRADEMARK**  
**REEL: 002849 FRAME: 0101**

**TRADEMARK**  
**REEL: 002931 FRAME: 0333**

FROM 12125935955 SCHULTE ROTH & ZABEL

(FRI) 7. 30' 04 20:20/ST. 20:14/NO. 4261743683 P 17

FROM 12125935955 SCHULTE ROTH & ZABEL LLP

(THU) 5. 6' 04 19:09/ST. 19:02/NO. 4861207621 P 7

Novell Operating Trademark Assignment

**SCHEDULE A**  
( 3 Pages )

**Federal Marks**

ACCENT	United States	72/131005	745004	Registered	31-Jan-1992	25-Feb-1993
ACCENT	United States	72/131013	698378	Registered	02-Mar-1993	24-Nov-1999
ALL ABOUT	United States	72/091979	2523048	Registered	19-Mar-1993	25-Dec-2001
CHEF DE CUISINE (STYLIZED)	United States	73/07614	1137920	Registered	02-Oct-1978	15-Jul-1980
CHEF'S GALLERY	United States	74/536086	1861082	Registered	01-Aug-1994	05-Mar-1996
CLUB	United States	72/131015	708337	Registered	20-Jun-1994	04-May-1995
CLUB & CONCENTRIC CIRCLES +	United States	72/04339	941884	Registered	03-Feb-1992	29-Aug-1992
CLUB CLASSIC	United States		2003127	Registered	29-May-2001	06-Jun-2002
CLUB HOLIDAY (QUATREFOIL)	United States	71/084242	620444	Registered	30-Jun-1993	07-Feb-1996
CONCENTRIC CIRCLES DESIGN	United States	73/06375	834441	Registered	19-Nov-1971	27-Jun-1972
CONCENTRIC RINGS	United States	72/08097	2319774	Registered	20-Jul-1992	08-Feb-2000
CONTOURS	United States	73/09520	2190530	Registered	04-Apr-1997	13-Oct-1998
CORONATION	United States	74/06878	1628886	Registered	08-May-1994	04-Jun-1995
FOLBY	United States	72/08017	2244119	Registered	31-Oct-1992	14-Mar-1994
GET A GRIP	United States	74/05594		Abandoned	23-Apr-2002	
GREAT DESIGN	United States	72/05208	2041888	Registered	13-Dec-1995	25-Feb-1997
IMPERIAL DIAMOND	United States	73/11789	2172412	Registered	22-Jul-1994	16-Dec-1997
INTELLIGENCE	United States	74/05116	2314877	Registered	14-Jul-1994	01-Feb-2000
KITCHEN PRO	United States	72/25528	1778883	Registered	10-Feb-1992	29-Jun-1992
LIFELINE	United States	73/19437	2413878	Registered	12-Nov-1996	11-Nov-1997
META-GUARD	United States	72/08014	2433759	Registered	19-May-1994	29-Mar-2001
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES DASHED AND SWIRLED)	United States	72/08129	2362663	Registered	03-Sep-1997	27-Jun-2000
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES DASHED AND SWIRLED)	United States	72/08134	2362664	Registered	03-Sep-1997	27-Jun-2000
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES DASHED)	United States	72/08133	2362662	Registered	03-Sep-1997	20-Jun-2000
NO MORE BURNING . ... GUARANTEED	United States	73/19486	2139760	Registered	12-Nov-1996	19-May-1998
PERFECTA	United States	74/12182		Published	09-Jun-2001	29-Apr-2003
PRO CLASINE	United States	74/081811	1809328	Registered	03-Jun-1992	16-Nov-1993
PROCLIDE	United States	74/08024	1798328	Registered	25-Mar-1994	01-Aug-1995
REFLECTIONS	United States	73/09117	2012781	Registered	04-Dec-1995	05-Nov-1996
ROYAL DIAMOND	United States	74/07495	1974493	Registered	30-Dec-1993	14-May-1996
SAFE FOR USE WITH METAL +	United States	73/08140	2309880	Registered	09-Nov-1994	18-Jun-2000

**TRADEMARK**  
REEL: 002849 FRAME: 0102

**TRADEMARK**  
REEL: 002931 FRAME: 0334

FROM 12125935955 SCHULTE ROTH & ZABEL

(FRI) 7. 30' 04 20:21/ST. 20:14/NO. 4261743683 P 18

FROM 12125935955 SCHULTE ROTH & ZABEL LLP

(THU) 5. 6' 04 19:09/ST. 19:02/NO. 4861207621 P 9

*Newly Operating Trademark Assignments*

SHIRTS/SAVES	United States	7541595	2235289	Registered	12-Jun-1997	23-Mar-1999
STAYBASE	United States	7428528	1718531	Registered	27-Feb-1992	22-Jun-1992
THE GRAY-TONN COLLECTOR	United States	73494592	7347949	Registered	09-Apr-1994	09-Jul-1995
TUFCOTE	United States	7421058	2107989	Registered	09-Dec-1994	21-Oct-1997
ULTIMA	United States	7218779	2405884	Registered	18-Oct-1996	08-Jul-2001
WEAREVER AIR	United States	7472814	2247713	Registered	27-Sep-1995	27-Apr-1998
WEAREVER COLLECTIONS	United States	7481192	2249287	Registered	04-Jan-1995	10-Aug-1999

**Foreign Marks**

MIRRO	Spain	820719971	82070071	Registered	29-Oct-1997	07-Dec-1999
MORRO	Chile	307186	811678	Registered	24-Nov-1997	04-May-1998
MIRRO	China	82007721	684783	Registered	27-Jun-1992	07-Apr-1994
MIRRO	Colombia	3762833	307737	Registered	30-Sep-1997	27-Apr-1998
CLUB	European Community	008144801	008144801	Registered	01-Apr-1998	16-Jun-1998
CLUB & QUATREFOIL DESIGN	France	130648	1214126	Registered	29-Sep-1972	29-Sep-1982
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES-SOLID)	France	130649	1214123	Registered	29-Sep-1972	29-Sep-1982
CLUB & QUATREFOIL DESIGN	Italy	RM9208361 3	0824883	Registered	29-Sep-1972	03-Feb-1975
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES-SOLID)	Italy	RM9208361 4	0824884	Registered	29-Sep-1972	03-Feb-1975
CLUB	Japan	21260221	2446164	Registered	28-Aug-1991	29-Feb-1992
WEAREVER CALYSCO	Korea	40-200017440		Registered	18-Aug-2000	
CHEF'S GRIP	Mexico	388136	340471	Registered	29-Sep-1997	27-Mar-1997
CONTOURS	Mexico	383097	344889	Registered	28-Feb-1998	31-Mar-1998
FOLEY	Mexico	388137	344289	Registered	29-Sep-1997	27-Mar-1997
FOREVER	Mexico	388138	344774	Registered	29-Apr-1998	24-Mar-1998
GEL GRIP	Mexico	388139	344710	Registered	29-Sep-1997	25-Nov-1997
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES DASHED AND SWIRLED)	Mexico	388140	344828	Registered	27-Oct-1999	29-Feb-2000
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES DASHED AND SWIRLED)	Mexico	388141	344826	Registered	19-Mar-1998	28-Aug-1998

TRADEMARK  
 REEL: 002849 FRAME: 0103

TRADEMARK  
 REEL: 002931 FRAME: 0335



FROM 12125935955 SCHULTE ROTH & ZABEL

(FRI) 7. 30' 04 20:21/ST. 20:14/NO. 4261743683 P 19

FROM 12125935955 SCHULTE ROTH & ZABEL LLP

(THU) 5. 6' 04 19:10/ST. 19:02/NO. 4861207621 P 9

*Novell Operating Trademark Assignment*

MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES-DASHED)	Mexico	325417	348825	Registered	10-Mar-1996	28-Aug-1998
MONOGRAM	Mexico	312510	365968	Registered	27-Oct-1997	28-Nov-1997
NO MORE BUBBING... GUARANTEE	Mexico	283305	459006	Registered	29-Jan-1997	31-Jul-1997
VERFORMA	Mexico	313167	508989	Registered	05-Nov-1997	16-Jun-1997
SANTA FE	Mexico	298144	542476	Registered	26-Feb-1997	21-Mar-1997
SILHOUETTE	Mexico	301816	502178	Registered	18-Feb-1997	21-Oct-1997
SMARTHAVER	Mexico	313180	508985	Registered	07-Nov-1997	15-Dec-1997
WEAREVER	Mexico	179935	442857	Registered	18-Aug-1993	18-Mar-1993
WEAREVER AIR	Mexico	324228	225230	Registered	20-Feb-1996	27-Jan-1997
WEAREVER AIR COLLECTIONS	Mexico	234954	332229	Registered	20-Feb-1996	27-Jan-1997
WEAREVER COLLECTIONS	Mexico	234965	499014	Registered	03-Jul-1995	28-Jul-1995
WEAREVER	Taiwan	5084	28072	Registered	07-Mar-1996	22-May-1996
WEAREVER	Singapore	5084	28072	Registered	07-Mar-1996	22-May-1996
MIRRO	Spain	2007087	2007087	Registered	30-Oct-2002	
CLUB	Taiwan	8202890	668216	Registered	17-Jan-1996	17-Jan-1996
CLUB with SOLID CIRCLE DESIGN	Taiwan	7072236	379796	Registered	19-Apr-1994	01-Feb-1995
BURACOTE	United Kingdom	1551059	1551059	Registered	18-Oct-1993	18-Oct-1993
KITCHEN PRO	United Kingdom	1551059	1551059	Registered	18-Oct-1993	18-Oct-1993
MISCELLANEOUS DESIGN (CONCENTRIC CIRCLES SOLID)	United Kingdom	991797	991797	Registered	09-May-1972	09-May-1972
PRO CLIENTS	United Kingdom	1551059	1551059	Registered	18-Oct-1993	18-Oct-1993
QUATREPOIL DESIGN	United Kingdom	991796	991796	Registered	09-May-1972	09-May-1972
WEAREVER AIR	United Kingdom	283267	283267	Registered	07-Feb-1996	07-Feb-1996
WEAREVER AIR COLLECTIONS	United Kingdom	283266	283266	Registered	07-Feb-1996	07-Feb-1996

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RECORDED: 05/06/2004

TRADEMARK  
 REEL: 002849 FRAME: 0104