

MRD

12/5/06

12-05-2006



103344048

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		CORRECTIVE ASSIGNMENT	
NATURE OF CONVEYANCE:		Corrective Assignment to correct the conveying party, receiving party and execution date for the Assignment previously recorded on Reel 002849 Frame 0097. Assignor(s) hereby confirms the assignment of the entire interest and the goodwill.	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Newell Holdings Delaware, Inc.		03/17/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Mirro Operating Company LLC		
Street Address:	2893 West Fair Avenue		
City:	Lancaster		
State/Country:	OHIO		
Postal Code:	43130		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2269287	WEAREVER COLLECTIONS	
CORRESPONDENCE DATA			
Fax Number:	(513)977-8141		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	513-977-8683		
Email:	clare.bery@dinslaw.com		
Correspondent Name:	Clare M. Iery		
Address Line 1:	1900 Chemed Center; 255 E. 5th Street		
Address Line 4:	Cincinnati, OHIO 45202		
ATTORNEY DOCKET NUMBER:	33175-111		
NAME OF SUBMITTER:	Clare M. Iery		
Signature:	/cmil		

OP \$40.00 2269287

Date:

03/17/2006

Total Attachments: 3

source=NUNC PRO TUNC TM ASMT._001#page1.tif

source=NUNC PRO TUNC TM ASMT._001#page2.tif

source=NUNC PRO TUNC TM ASMT._001#page3.tif

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp.
5/31/2002)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):
Newell Rubbermaid, Inc.

- Individual(s)
- Association
- Corporation - Delaware
- Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Excution Date: March 12, 2004

2. Name and address of receiving party(ies)

Name: Global Home Products LLC c/o Cerberus Capital Management, L.P.

Internal
Address: 299 Park Avenue

Street Address:

City: New York State: NY Zip: 10171

- Individual(s) citizenship _____
- Association _____
- General Partnership _____

- Limited Partnership
- Corporation - Delaware Limited Liability Company
- Other:

If assignee 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) attached? Yes 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 Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Reine H. Glanz, Esq.

Internal Address: Schulte Roth & Zabel LLP

Street Address: 919 Third Avenue

City: New York State: N.Y. Zip: 10022

6. Total number of applications and registrations involved: 38

7. Total fee (37 CFR 3.41).....\$ 965.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

500675 - Schulte Roth & Zabel LLP

(Attach duplicate copy of this page if paying by deposit account)

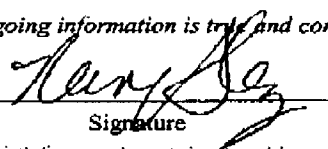
DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Reine H. Glanz, Esq.

Name of Person Signing



Signature

5/6/04

Date

Total number of pages including cover sheet, attachments, and document: 38

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

CIH \$965.00 500675 76399294

Newell Holdings Trademark Assignment

NUNC PRO TUNC TRADEMARK ASSIGNMENT

This Assignment is effective as of April 9, 2004.

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 HOLDINGS DELAWARE, INC., 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 registration listed in Schedule A hereto that comprises part of the Purchased Cookware Business Assets; and

WHEREAS, Assignor is the owner of various right, title and interest in and to various copyrights, trade dress, know-how, common law trademark, 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 and Puerto Rico (collectively, the "Common Law Assets"); and

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

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 instructions reasonably required to effect this

Newell Holdings Trademark Assignment

Assignment, and will take, or cause to be taken, at Assignee's expense, all such further or other actions, as Purchaser or Assignee may reasonable 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.

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 17th day of March, 2006.

ASSIGNOR:

NEWELL HOLDINGS DELAWARE INC.

By: *Lisa Winger*

3/17/06
Date

Name: *Lisa Winger*

Title: *Assistant Secretary*

SCHEDULE A
(1 Page)

Federal mark

TRADEMARK	COUNTRY	REGISTRATION NO.	REGISTRATION NO.	STATUS	REGISTRATION DATE	EXPIRES
WEAREVER COLLECTIONS	United States	74/617792	2,269,287	Registered	04-Jan-1995	10-Aug-1999

11521141