

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jarden Corporation		05/21/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Hearthmark, LLC		
Street Address:	14611 Commerce Drive		
City:	Daleville		
State/Country:	INDIANA		
Postal Code:	47334		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78947378	SEAL IN THE FRESHNESS	
Serial Number:	78944940	CAPTURE FRESHNESS	
CORRESPONDENCE DATA			
Fax Number:	(561)912-4182		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	5619125185		
Email:	jmeehan@comcast.net		
Correspondent Name:	Lawrence J. Shurupoff		
Address Line 1:	2381 Executive Center Drive		
Address Line 4:	Boca Raton, FLORIDA 33431		
ATTORNEY DOCKET NUMBER:	JARCAN-4864748		
NAME OF SUBMITTER:	Lawrence J. Shurupoff		
Signature:	/Lawrence J. Shurupoff/		
Date:	05/22/2008		

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Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS ASSIGNMENT, effective this 21st day of May, 2008, is by and between Jarden Corporation, a Delaware corporation (“Assignor”) having its principal place of business at 555 Theodore Fremd Avenue, B-302, Rye, New York 10580 and Hearthmark, LLC, a Delaware limited liability company, (“Assignee”), having its principal place of business at 14611 Commerce Drive, Daleville, Indiana 47334.

WHEREAS, Assignor has adopted, used and is the owner of all right, title and interest in and to the registered trademark listed on Schedule A attached hereto and made a part hereof (hereinafter referred to as the “Trademark Rights”); and

WHEREAS, Assignee desires to acquire said Trademark Rights together with all of the goodwill of the business symbolized by the Trademark Rights; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby, grant, assign, transfer, convey and set over unto Assignee, all of Assignor’s right, title and interest in and to the Trademark Rights, and the registration therefor, together with the goodwill of the business symbolized by the Trademark Rights, all priority rights under any applicable convention, and all rights to damages and profits, due or accrued, arising out of past infringements of said Trademark Rights, and the right to sue for and recover the same.

Assignor has not and will not enter into any agreement in conflict with the rights assigned herein.

IN WITNESS WHEREOF, Assignor has caused this assignment to be executed by its duly authorized officer effective as of the day and year first written above.

Jarden Corporation
(Assignor)

By: _____

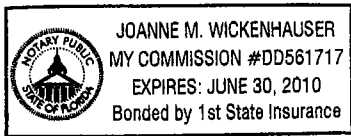
Name: John E. Capps

Title: Sr. Vice President, General Counsel, Secretary

Date: May 21, 2008

STATE OF FLORIDA)
) ss
COUNTY OF PALM BEACH)

On this 21st day of May 2008, before me appeared John E. Capps to me personally known and known to me the person who executed the foregoing Assignment; and who being by me duly sworn, did depose and say that he is the Sr. Vice President, General Counsel, Secretary of JARDEN CORPORATION (“Assignor”), that he is authorized to sign this Assignment on behalf of Assignor, and unto me acknowledged said Assignment to be the free act and deed of Assignor.



Joanne M. Wickenhauser
Joanne M. Wickenhauser
Notary Public

SCHEDULE A
ASSIGNED TRADEMARK

COUNTRY	SERIAL NO.	REG. NO.	MARK	STATUS	FILED DATE	REG. DATE
US	78/947,378		SEAL IN THE FRESHNESS	Pending	08/08/2006	
US	78/947,378		CAPTURE FRESHNESS	Pending	08/04/2006	