

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
Arato Design Associates Inc		06/04/2013	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Scepter Corporation
Street Address:	170 Midwest Rd.
City:	Scarborough, Ontario
State/Country:	CANADA
Postal Code:	M1P 3A9
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1771505	GARDEN GOURMET

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: natalie@remienlaw.com

Correspondent Name: Natalie A. Remien

Address Line 1: 55 W. Monroe St., Ste. 1700

Address Line 4: Chicago, ILLINOIS 60603

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

OP \$40.00 1771505

NAME OF SUBMITTER:	Natalie A. Remien
Signature:	/nar/
Date:	06/19/2013
Total Attachments: 4 source=U.S. Assignment#page1.tif source=U.S. Assignment#page2.tif source=Canada Assignment#page1.tif source=Canada Assignment#page2.tif	

IN THE UNITED STATES PATENT AND TRADE-MARKS OFFICE

ASSIGNMENT OF TRADE-MARK

WHEREAS **ARATO DESIGN ASSOCIATES INC.** (the "Assignor"), the full post office address of whose principal office or place of business is 90C Centurian Drive, Unit 6, Markham, Ontario L3R 8C5, Canada, is the owner of record of the trade-mark and related registration listed on the attached Schedule A (the "Trade-mark");

AND WHEREAS **SCEPTER CORPORATION**, (the "Assignee"), the full post office address of whose principal office or place of business is 170 Midwest Road, Scarborough, Ontario M1P 3A9, Canada, has acquired, effective on October 19, 2010, the whole right, title, benefit and interest in and to the Trade-mark, and is desirous to have its right, title, benefit and interest in the Trade-mark confirmed and recorded;

NOW THEREFORE, in consideration of the sum of one Canadian dollar (C\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby confirms that, effective on October 19, 2010, it has sold, granted, transferred, conveyed, assigned and set over unto the Assignee, its successors and assigns all of Assignor's right, title, benefit and interest in and to the Trade-mark and, for greater certainty, if and to the extent Assignor has not so sold, granted, transferred, conveyed, assigned and set over unto the Assignee, its successors and assigns all of the right, title, benefit and interest as aforesaid, Assignor does hereby sell, grant, transfer, convey, assign and set over all such right, title, interest and benefit unto the Assignee, its successors and assigns, together with the goodwill associated therewith, any and all rights relating thereto that may arise at law in respect of the Trade-mark, all rights of action resulting from prior infringement or other unauthorized use of the Trade-mark, and all rights as a party in any opposition or similar proceedings, the same to be held and enjoyed by Assignee as fully and exclusively as the same would have been held and enjoyed by the Assignor had such sale, grant, transfer, conveyance, assignment and setting over not been made.

The Assignor hereby undertakes at any time upon reasonable request to execute such documents and take such further actions as may be necessary to evidence the assignment of the Trade-mark to the Assignee, and to enable the Assignee to obtain and maintain registration for the Trade-mark, all without further consideration but at the sole expense of the Assignee.

EXECUTED this 4th day of JUNE, 2013.

ARATO DESIGN ASSOCIATES INC.

Per: _____

Name: PAUL ARATO

Title: PRESIDENT

SCHEDULE A

Trade-mark	Registration No.	Registration Date	Country
GARDEN GOURMET	1,771,505	May 18, 1993	United States

IN THE CANADIAN TRADE-MARKS OFFICE

ASSIGNMENT OF TRADE-MARK

WHEREAS **ARATO DESIGN ASSOCIATES INC.** (the "Assignor"), the full post office address of whose principal office or place of business is 90C Centurian Dive, Unit 6, Markham, Ontario L3R 8C5, Canada, is the owner of record of the trade-marks and related registrations listed on the attached Schedule "A" (the "Trade-marks");

AND WHEREAS **SCEPTER CORPORATION**, (the "Assignee"), the full post office address of whose principal office or place of business is 170 Midwest Road, Scarborough, Ontario M1P 3A9, Canada, has acquired, effective on October 19, 2010, the whole right, title, benefit and interest in and to the Trade-marks, and is desirous to have its right, title, benefit and interest in the Trade-mark confirmed and recorded;

NOW THEREFORE, in consideration of the sum of one Canadian dollar (C\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby confirms that, effective on October 19, 2010, it has sold, granted, transferred, conveyed, assigned and set over unto the Assignee, its successors and assigns all of Assignor's right, title, benefit and interest in and to the Trade-marks and, for greater certainty, if and to the extent Assignor has not so sold, granted, transferred, conveyed, assigned and set over unto the Assignee, its successors and assigns all of the right, title, benefit and interest as aforesaid, Assignor does hereby sell, grant, transfer, convey, assign and set over all such right, title, interest and benefit unto the Assignee, its successors and assigns, together with the goodwill associated therewith, any and all rights relating thereto that may arise at law in respect of the Trade-marks, all rights of action resulting from prior infringement or other unauthorized use of the Trade-marks, and all rights as a party in any opposition or similar proceedings, the same to be held and enjoyed by Assignee as fully and exclusively as the same would have been held and enjoyed by the Assignor had such sale, grant, transfer, conveyance, assignment and setting over not been made.

The Assignor hereby undertakes at any time upon reasonable request to execute such documents and take such further actions as may be necessary to evidence the assignment of the Trade-marks to the Assignee, and to enable the Assignee to obtain and maintain registration for the Trade-mark, all without further consideration but at the sole expense of the Assignee.

EXECUTED this 4th day of June 2013.

ARATO DESIGN ASSOCIATES INC.

Per: _____

Name: PAUL ARATO

Title: PRESIDENT

SCHEDULE A

Trade-mark	Registration No.	Registration Date	Country
GARDEN GOURMET	TMA403,928	October 23, 1992	Canada
GARDEN GOURMET & Design	TMA401,177	August 7, 1992	Canada

002308/102479
MT DOCS 12448724v2

McCarthy Tétrault LLP DOCS #11491678 v. 2