U.S. Department of Commerce FORM PTO-1619A 04-28-1998 Patent and Trademark Office PATENT OMB 0651-0027 فحسانكنة فاستعياب يعدد APR 1 3 1998 RECORDA 100696959 **EET** RECEIPT ACCTING. PATENTS ONLY TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies) Submission Type Conveyance Type X Assignment **Security Agreement** New Resubmission (Non-Recordation) License Change of Name Document ID# Correction of PTO Error Other Merger Reel # Frame # U.S. Government (For Use ONLY by U.S. Government Agencies) **Corrective Document** Reel # Frame # **Departmental File Secret File** Conveying Party(ies) Mark if additional names of conveying parties attached d Execution Date Month Day Year Name (line 1) PINNACLE PARTNERS, INC. 03121998 Name (line 2) a Delaware corporation Execution Date Month Day Year Second Party Name (line 1) Name (line 2) Receiving Party Mark if additional names of receiving parties attached If document to be recorded Newell Co. Name (line 1) is an assignment and the receiving party is not domiciled in the United Name (line 2) Delaware corporation States, an appointment of a domestic representative is attached. Address (line 1) 4000 Auburn Street (Designation must be a separate document from Address (line 2) Assignment.) Address (line 3) 61101 Rockford State/Country **Domestic Representative Name and Address** Enter for the first Receiving Party only.

Address (line 2)

Address (line 3)

Address (line 4)

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04/27/1998 DCDATES 00000119 08333416

Name

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments Washington, D.C. 20231

FORM PTO-1619B Expires 06/30/99 OMB 0651-0027	Page 2	U.S. Department of Commerce Patent and Trademark Office PATENT
Correspondent Name and Address	Area Code and Telephone Number	212-848-1000
Name ADAM B. LANDA		
Address (line 1) GRAHAM & JAMES LLP		
Address (line 2) 885 Third Avenue		
Address (line 3) New York, New York 10	022	
Address (line 4)		
Pages Enter the total number of pag including any attachments.	es of the attached conveyance docu	ment # 4
Application Number(s) or Patent Num	ber(s) Mark i	f additional numbers attached
Enter either the Patent Application Number or the Pa	tent Number (DO NOT ENTER BOTH number	s for the same property).
Patent Application Number(s)		nt Number(s)
08333416	\$398409	
08850946	5572790	
If this document is being filed together with a new Patent signed by the first named executing inventor.	Application, enter the date the patent applica	tion was Month Day Year
Patent Cooperation Treaty (PCT)		
Enter PCT application number	PCT PCT	PCT
only if a U.S. Application Number	РСТ	PCT
has not been assigned.		
Number of Properties Enter the total	I number of properties involved.	# 4
Fee Amount Fee Amount fo	or Properties Listed (37 CFR 3.41):	\$ 160
Method of Payment: Enclose Deposit Account	sed X Deposit Account	
(Enter for payment by deposit account or if additi	onal fees can be charged to the account.) posit Account Number:	# 07-1855
Au	thorization to charge additional fees:	Yes X No
Statement and Signature	****	AP-71
To the best of my knowledge and beli attached copy is a true copy of the or indicated herein.		<i>y</i>

ADAM B. LANDA

Name of Person Signing

ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS (Pinnacle Assignment)

WHEREAS, Adams Brush Mfg. Co., Inc. ("Adams"), a New York Corporation, Pinnacle Partners, Inc. ("Pinnacle") a Delaware corporation, Michael Zurawin ("Zurawin"), Fusion Bond Industries, Inc. ("FBI"), a Delaware corporation (collectively the "Sellers"), and Newell Co., a Delaware corporation ("Assignee") have entered into an Asset Sale Agreement dated as of March 12, 1998 (the "Sale Agreement"); and

WHEREAS, pursuant to the Sale Agreement, Newell will acquire the Assets of the Business of Adams (terms capitalized herein and not otherwise defined herein shall have their respective meanings set forth in the Sale Agreement) and in connection therewith will acquire rights to certain Intangible Assets, including certain inventions and patent rights relating to Adam's Business of manufacturing and selling paint brushes, rollers and accessories; and

WHEREAS, in connection with the conduct of the Business, Pinnacle ("Assignor") has acquired an interest in certain of the Intangible Assets related to and used in the Business that is to be transferred to Assignee; and

WHEREAS, in the United States, the Assignor owns a one-half undivided interest as joint owner in the United States patents and applications therefor listed in Schedule A hereto, and all reissues, divisions, continuations, continuations-in-parts, extensions, and reexaminations thereof or thereon (hereinafter, collectively, the "ASSETS"); and,

WHEREAS, Assignee is desirous of acquiring all of Assignor's right, title and interest in and to the ASSETS, and Sellers have promised, in the Sale Agreement, to cause the same to be assigned; and

NOW, THEREFORE, for the consideration set forth in the Sale 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 that it has full right to convey the interest herein assigned and agrees to execute, at Assignor's expense, any and all documents reasonably required to effect this Assignment.

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- 3. The Assignor hereby covenants and agrees that it will cooperate with the Assignee to enable, as reasonably requested by the Assignee and at Assignee's expense, the Assignee to enjoy, to the fullest extent, the right, title and interest herein conveyed. Assignor's cooperation shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance relating to the ASSETS, all to the extent deemed reasonably necessary by the Assignee for (a) the continued prosecution, if any, of the ASSETS, including any interference which may arise, and the making and prosecution of any other foreign or United States patent or trademark application that the Assignee may elect to pursue stemming from the ASSETS, including any divisions, continuations, continuation-in-parts, substitutions or reissues, and including any interference which may arise during same; and (b) participation in any legal or administrative proceedings involving the ASSETS. Assignee shall be responsible for paying reasonable expenses incurred by Assignor in providing the cooperation set forth in this paragraph.
- 4. 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.
- 5. The Assignor hereby warrants and represents that it has not entered and will not enter into any assignment, contract, or understanding materially in conflict herewith.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment this 12th day of March, 1998.

PINNACLE PARTNERS, INC.

- Prosident

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STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On this 12th day of March, 1998, before me appeared Michael A. Zurawin, who, being by me duly sworn, did say that he is the President of Pinnacle Partners, Inc., a corporation of the State of Delaware, and personally known to me to be the same person whose name is subscribed to the foregoing ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS (Pinnacle Assignment) ("Assignment"), and acknowledged to me that he signed and delivered the foregoing Assignment on behalf of and pursuant to authority from such corporation and that the foregoing Assignment was a free and voluntary act and deed.

THUHCLAS J. SILVESTRI ROTARY PUBLIC, State of Mice York

My commission expires: No. 31-4810010 Quantum district Foundly Commission 84.1 of 101. 31. 19.

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PATENT REEL: 9114 FRAME: 0686

SCHEDULE A

(1 Page)

Patents

Patent No.	Title	Country	Date Issued / Filed
5,398,409	Method for making a paint roller	U.S.A.	3/21/95
5,572,790	Method for making a paint roller	U.S.A.	11/12/96
08/333,416	Method and Apparatus for making a paint roller	U.S.A.	11/2/94
08/850,946	Method for making a paint roller	U.S.A.	5/5/97
	Method for making a paint roller	U.S.A.	3/11/98
	Method for making a paint roller	U.S.A.	3/11/98
	Method for making a paint roller	U.S.A.	3/11/98

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