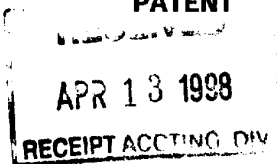


04-28-1998

U.S. Department of Commerce
Patent and Trademark Office
PATENT



100696958
**RECORDATION FORM COVER SHEET
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Conveyance Type

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Assignment

☐

Security Agreement

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License

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Change of Name

☐

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☐

Other

U.S. Government

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☐

Departmental File

☐

Secret File

Conveying Party(ies)

☐

Mark if additional names of conveying parties attached

Name (line 1)

ADAMS BRUSH MFG. CO., INC.

Name (line 2)

a New York corporation

Execution Date
Month Day Year

03121998

Second Party

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

Receiving Party

☐

Mark if additional names of receiving parties attached

Name (line 1)

Newell Company

Name (line 2)

a Delaware corporation

Address (line 1)

4000 Auburn Street

Address (line 2)

Address (line 3)

Rockford

IL

61101

City

State/Country

Zip Code

If document to be recorded
is an assignment and the
receiving party is not
domiciled in the United
States, an appointment
of a domestic
representative is attached.
(Designation must be a
separate document from
Assignment.)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

04/27/1998 DCOATES 00000120 06758585

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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

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Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

<input type="text" value="08758585"/>	<input type="text" value="29050746"/>	<input type="text"/>
<input type="text" value="08756545"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="08806789"/>	<input type="text"/>	<input type="text"/>

Patent Number(s)

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<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number
only if a U.S. Application Number
has not been assigned.

PCT

PCT

PCT

PCT

PCT

PCT

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment:
Deposit Account

Enclosed ☒

Deposit Account ☐

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☒

No ☐

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. Charges to deposit account are authorized, as indicated herein.

ADAM B. LANDA

Name of Person Signing


Signature

9 April 98
Date

ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS
(Adams Brush 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 conducting the Business, Adams ("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, Assignor is the owner of all right, title and interest in and to various United States federal trademark and service mark registrations and applications therefor related to the Business (collectively, the "Federal Marks"), including, but not limited to, the federal registrations and applications listed in Schedule A; and

WHEREAS, in the United States, the Assignor owns all right, title and interest in and to various ideas, inventions, patents and utility models and applications therefor related to the Business, including, but not limited to, 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 "Federal Patents"); and,

WHEREAS, outside the United States, the Assignor owns all right, title and interest in and to various ideas, inventions, foreign patents and utility models and applications therefor related to the Business, including, but not limited to, the foreign patents and utility models 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 "Foreign Patents"); and,

WHEREAS, to the best of its knowledge, Assignor is the owner of right, title and interest in and to various copyrights, trade dress, know-how, trade secrets, common law trademarks, service marks and tradenames, and other similar proprietary rights related

principally to the Business (collectively, the "Common Law Assets"), including, but not limited to, the common law trademarks and tradenames listed in Schedule A; and

WHEREAS, Assignee is desirous of acquiring all of Assignor's right, title and interest in and to all Federal Marks, Federal Patents, Foreign Patents and the Common Law Assets (together, 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 the 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 entire interest herein assigned and agrees, at Assignor's expense, to execute any and all documents reasonably required to effect this Assignment.

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.

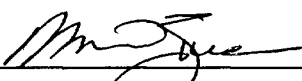
4. The terms and covenants of this Assignment shall inure to the benefit of the Assignee, its successors and assigns and other legal representatives, and shall be binding upon the Assignor, its respective heirs, legal representatives and assigns.

Assignment of Intellectual Property Assets

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.

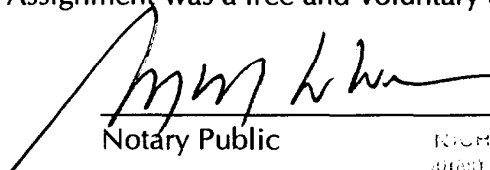
IN TESTIMONY WHEREOF, Assignor has executed this Assignment this 12th day of March, 1998.

ADAMS BRUSH MFG. CO., INC.

By: 
Its: President

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 Adams Brush Mfg. Co., a corporation of the State of New York, and personally known to me to be the same person whose name is subscribed to the foregoing ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS (Adams Brush 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.


Notary Public

NICHOLAS J. SILVESTRI
Notary Public, State of New York
No. 36460119

My commission expires: qualified in Orange County 98
Commission Exp. on July 31, 19...

SCHEDULE A
(3 Pages)

Federal Trademarks

Trademark	Appl./Registration No.	Appl./Registration Date
COOLON	1,296,060	Sep. 18, 1984
COPONYL	1,297,523	Sep. 25, 1984
PADOMATIC	1,099,490	Aug. 15, 1978
POLYVEL	1,094,426	Jun. 27, 1978
PAINTOMATIC	1,081,708	Jan. 10, 1978
SUPER-PAINTER	1,081,707	Jan. 10, 1978
LAMBTX	1,898,106	Jun. 6, 1995
USA	1,554,274	Aug. 29, 1989
FLOCK N' ROLL	75/384,341	Nov. 4, 1997
TECHNOLOGY BEYOND A BRUSH	75/384,342	Nov. 4, 1997
COMPAC PAINTING SYSTEM	75/384,340	Nov. 4, 1997
TELE-SPLATTER SHIELD	1,658,966	Oct. 1, 1991
TELE-PAINTER	1,700,067	Jul. 14, 1992
TELE-PAD PAINTER	1,660,802	Oct. 15, 1991
GRANDMASTER	1,822,727	Feb. 22, 1994
PRO DECORATOR	1,860,893	Nov. 1, 1994

Federal Patents

Patent No./ Application No.	Title	Country	Date Issued / Filed
08/758,585	Improved coater for applying liquid	U.S.A.	11/27/96
	Improved coater for applying liquid (continuation of 08/758,585)	U.S.A.	1/16/98
08/756,545	Stackable paint roller tray with integral paint brush	U.S.A.	11/26/96
29/050,746	Paint tray with brush holder	U.S.A.	2/26/96
08/806,789	Paint tray with brush holder	U.S.A.	2/26/97

Foreign Patents

Patent No./ Application No.	Title	Country	Date Issued /Filed
PCT/US97/21568	Improved coater for applying liquid	PCT	11/26/97
PCT/US97/22014	Stackable paint roller tray with integral paint brush	PCT	11/26/97

Common Law Assets

Trademarks, Tradenames and Servicemarks

ADAMS BRUSH	PRO-TEK-T
AMAZON	QUICK COATER
COMPAC	RIO GRANDE
DECO DEPOT	SASH & TRIM BRUSHETTE
DOO DAB TRIO	SKINNY MINNY
FINE FINISHER	SMOOTH PAINTER
FUSION BOND (domestic rights only)	SNOW BIRD
HANDY TRIMMER	SPEED FINISHER
HIGH GLOSS PAINTER	SUPR-COATR
HUDSON	TEXTURIZER
IT DOESN'T GET BETTER THAN THIS	THAMES
JUMBO SUPR-COATR	THE MASTER'S CHOICE
MARINER	THE NEW WAY TO PAINT
MASTER MITT	ULTIMATE
MILLENIUM 2000 SEALER COATR KIT	ULTRA SMOOTH PAINTER
MISSISSIPPI	US APPLICATOR
MULTI-PURPOSE	YANGTZEE
NILE	
ONE COAT PLUS	
ONE STROKE	
POTOMAC	

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