

RECORDATI
PA

9.18.00

09-29-2000



D

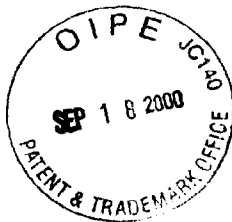
To the Commissioner of Patents and Trademark

Documents or copies thereof.

101476113

1. Name of conveying party(ies):

Fiskars, Inc.
636 Science Drive
Madison, Wisconsin 53711



Alterra Holdings Corporation
610 S. 80th Avenue
Phoenix, Arizona 85043

Receiving party(ies):

Additional conveying party(ies)

NO

3. Nature of conveyance:

ASSIGNMENT

Execution Date:

Additional name(s) & address(es) attached? NO

4. Application number(s) or patent number(s):

If this is being filed together with a new application, the execution date of the application is:

A. Patent Application Number(s):

08/889,295

B. Patent Number(s):

Additional numbers attached? NO

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

Keith D. Lindenbaum
FOLEY & LARDNER
Firststar Center
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202-5367

6. Total number of applications/patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

☒ Check Enclosed

Charge to deposit account

8. Deposit account number: 06-1447

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. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.

Keith D. Lindenbaum

9/14/00

Name of person signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 3

09/20/2000 HAMMOND 00000086 08889295

02 FC:581

40.00 DP

RECEIVED
SEP 25 2000
OIPE/JCWS

PATENT
REEL: 011110 FRAME: 0972

ASSIGNMENT OF PATENT, TRADEMARK AND OTHER INTELLECTUAL PROPERTY RIGHTS

THIS ASSIGNMENT OF PATENT, TRADEMARK AND OTHER INTELLECTUAL PROPERTY RIGHTS is effective as of the 28th day of December, 1999, by and between Fiskars Inc., a Wisconsin corporation ("Fiskars") and Alterra Holdings Corporation, a Delaware corporation ("Alterra").

WHEREAS, Fiskars desires to transfer, assign and convey to Alterra all of its patent and trademark rights, and other intellectual property rights as hereinafter more particularly defined; and

WHEREAS, Alterra desires to acquire from Fiskars said patent, trademark and other intellectual property rights.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Fiskars assigns, transfers and conveys to Alterra the following intellectual property assets:

1. **Trademarks and Service Marks.** All right, title and interest in and to all Marks owned by Fiskars. As used herein, the term "Marks" shall mean and include: all registered and unregistered trademarks, service marks and trade and corporate names, along with all trademark and service mark registrations or applications therefor, including but not limited to the properties listed and identified in Schedule A hereto, and including all common law rights therein, and all rights of action for infringement of any such property accrued prior to the effective date hereof, as now possessed by Fiskars in any and all countries of the world or under any multinational treaties or conventions, together with the goodwill appurtenant to and represented and symbolized by such trademarks, service marks, trade names and corporate names.

2. **Patent Rights.** All right, title and interest of Fiskars in and to the Patent Rights owned by Fiskars. As used herein, the term "Patent Rights" shall mean and include: (i) all patents and applications for patents, including utility models, registered designs and design patents; (ii) all inventions disclosed and/or claimed in all of the foregoing patents and applications for patents and all other inventions; (iii) all rights to file patent applications, priority rights, utility models, patent ownership rights and patents that may in the future be granted on any of the foregoing inventions or applications for patents; and (iv) the rights to secure all renewals, reissues, continuations and continuations-in-part, patents of addition, divisions, extensions or the like of any of the foregoing patents, and all rights of action for infringement of any such property accrued prior to the effective date hereof, as now possessed by Fiskars in any and all countries of the world or under any multinational treaties or conventions, including but not limited to the patents, patent applications and inventions listed and identified in Schedule B hereto.

3. Other Intellectual Property Rights. All right, title and interest of Fiskars in and to Other Intellectual Property Rights owned by Fiskars. As used herein, the term "Other Intellectual Property Rights" shall mean and include all of the following: (i) all copyrights, registered or unregistered, in all works of authorship, published or unpublished, including all graphics standards manuals, product manuals, operating manuals, service manuals, parts manuals, catalogs, advertisements, promotional materials, computer programs and all copyright registrations and applications to register copyrights owned by Fiskars, and any rights to secure renewals thereof; and (ii) all trade secrets, confidential information, product specifications, blueprints, engineering drawings, designs, product sketches, customer lists, prospect lists, vendor lists, dealer lists, proprietary information and know-how, methods, processes, drawings, test data, formulations and all other intangible assets necessary for the production and sale of products and services manufactured and/or sold by Fiskars, and including all rights of action for infringement of any such property accrued prior to the effective date hereof.

4. Intellectual Property Contracts. Licenses granting any third party rights to use any Marks or Patent Rights or Other Intellectual Property Rights.

IN WITNESS WHEREOF, Fiskars has executed this Assignment and Alterra has accepted this Assignment, both by their duly authorized officers, as of the date and year first above written.

FISKARS INC.

By:

Gerald J. Erickson
Name: Gerald J. Erickson
Title: Vice President

Accepted by:

ALTERRA HOLDINGS CORPORATION

By:

Gerald J. Erickson
Name: Gerald J. Erickson
Title: Vice President

Subscribed and sworn to before me
this 29 day of December, 1999

Karen M. Haak
Notary Public

My commission expires:

9-15-02