04-01-2003 Form **PTO-1595** 3-31-03 RECC U.S. DEPARTMENT OF COMMERCE (Rev. 10/02) U.S. Patent and Trademark Office OMB No. 0651-0027 (exp. 6/30/2005) 102405241 Tab settings ⇒ ⇒ ⇒ To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. 1. Name of conveying party(ies): 2. Name and address of receiving party(ies) Name: Tilia International, Inc. Forster, Inc. Internal Address: Additional name(s) of conveying party(ies) attached? Yes V No 3. Nature of conveyance: ✓ Assignment Merger Street Address: 555 Theodore Fremd Avenue Security Agreement Change of Name Suite B-302 City: Rye State: NY Zip: 10580-1455 **Execution Date:** Additional name(s) & address(es) attached? Yes V No 4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is:\_\_\_\_\_ B. Patent No.(s) 5,393,051 A. Patent Application No.(s) Additional numbers attached? Yes V No 5. Name and address of party to whom correspondence 6. Total number of applications and patents involved: concerning document should be mailed: 7. Total fee (37 CFR 3.41).....\$\\\\40.00 Russell E. Fowler, II **ICE MILLER** Enclosed Internal Address: Authorized to be charged to depesit account 8. Deposit account number: Street Address:\_\_One American Square Box 82001 City: Indianapolis State: IN Zip: 46282-0002 DO NOT USE THIS SPACE 9. Signature. 04/01/2003 LMUELLER 00000035 5393051 01 FC 8021

Total number of pages including cover sheet, attachments, and documents:

Mail documents to be recorded with required cover sheet information to:

Russell E. Fowler, II
Name of Person Signing

### PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT ("Assignment") is made and entered into as of this 7th day of February, 2003, ("Effective Date"), by and between Forster, Inc., a Maine corporation, with its principal office at 5 Mill Street, East Wilton, Maine 04234 ("Assignor"), and Tilia International, Inc., a Delaware corporation, with its principal office at c/o Jarden Corporation, 555 Theodore Fremd Avenue, Suite B-302, Rye, New York 10580-1455 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated November 27, 2002 (the "Agreement");

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under those United States patents identified and set forth on Schedule A (the "Patents"); and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, the entire right, title and interest in and to the Patents, for the United States and for all foreign countries, including any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof, and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as owner of the Patents, including any continuations, divisions, continuations-in-part, reissues, reexaminations or extensions thereof, and to issue any and all letters patent of the United States thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required): (1) in the preparation and prosecution of any applications covering the inventions assigned herein; (2) in the prosecution or defense of any interference, opposition, reexamination, reissue, infringement or other proceedings that may arise in connection with any of the patent rights assigned herein,

PATENT REEL: 013887 FRAME: 0594 including, but not limited to, testifying as to any facts relating to the patent rights assigned herein and this Assignment; (3) in obtaining any additional patent protection that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country; and (4) in the implementation or perfection of this Assignment.

\* \* \* \* \*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

FORSTER, INC.	TILIA INTERNATIONAL, INC.
Minalue	
Name:	Name:
Title:	Title:

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

FORSTER, INC.	TILIA INTERNATIONAL, INC.
By:	By:
Name:	Name: Desivec Destefano
Title:	Title:

## **SCHEDULE A**

# **U.S. PATENTS**

TitlePatent No.Issue DateAdjustable net5,393,0512/28/95



March 24, 2003 Writer's Direct Number: (317) 236-5804 internet: russell.fowler@icemiller.com

### IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Box Assignments Commissioner of Patents and Trademarks Washington, D.C. 20231 I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Commissioner of Patents and Trademarks, Washington, D.C. 20231 on Date of Deposit)

Printed or Typed Name of the Person Signing the Certificate

Signature Signature

Date of Signature

Re: Assignment of Patent

Patent No.: 5,393,051

Issued: February 28, 1995
Title: ADJUSTABLE NET

Our File No.: P00808-US-00 (11256.0016)

#### TRANSMITTAL OF ASSIGNMENT

Enclosed is an Assignment, Recordation Form Cover Sheet (Form PTO-1595) and check in the amount of \$40.00 for recording the assignment of the above-referenced patent.

One American Square Box 82001 Indianapolis, IN 46282-0002 P 317-236-2100 F 317-236-2219 www.icemiller.com Indianapolis Chicago Washington, D.C.

PATENT REEL: 013887 FRAME: 0599

Please charge any additional fees or credit any overpayment to our Deposit Account No. 09-0007.

Respectfully submitted,

ICE MILLER

Russell E. Fowler, II

Registration No.: 43,615

Russ Fowler

**ICE MILLER** 

One American Square, Box 82001 Indianapolis, Indiana 46282-0001

(317) 236-2100

REF/pgf

Enclosures: Assignment

Recordation Form Cover Sheet (Form PTO-1595)

Check in the amount of \$40.00

Return Postcard

**RECORDED: 03/31/2003** 

Desiree DeStefano cc:

**PATENT** 

REEL: 013887 FRAME: 0600