	·	2003			
(R	m PTO-1595 v. 10/02) 1B No. 0651-0027 (exp. 6/30/2005)	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office			
<u> </u>					
	To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.				
1	Name of conveying party(ies):	Name and address of receiving party(ies)			
	DIBRA, Inc.	Name: Internal Address:			
Ac	titional name(s) of conveying party(ies) attached? Yes Vo				
3.	Nature of conveyance:				
	Assignment Merger	Street Address: 555 Theodore Fremd Avenue			
	Security Agreement Change of Name  Other	Suite B-302			
	3/20/03	City:_RyeState:_NY_Zip:_10580-1455			
E	ecution Date:	Additional name(s) & address(es) attached? Yes V			
4	Application number(s) or patent number(s):	•			
	A. Patent Application No.(s) 29/173,613, 29/171,242, 29/161,947, and 29/161,906  Additional numbers at	B. Patent No.(s)  ———————————————————————————————————			
5.	Name and address of party to whom correspondence	6. Total number of applications and patents involved:			
	concerning document should be mailed:  Name: Russell E. Fowler, II	7. Total fee (37 CFR 3.41)\$			
	ICE MILLER	Enclosed			
		Authorized to be charged to deposit account			
	Street Address: One American Square	8. Deposit account number:			
	Box 82001				
	City: Indianapolis State: IN Zip: 46282-0002	AM 7: SECTIO			
L	DO NOT USE	E THIS SPACE			
9 4/2 1/8	Signature.  1.7511158 00000118 29173233  150.00 6F				
	Russell E. Fowler, II	<u>uss town</u> <u>4-18-03</u>			
	Name of Person Signifig	Signature Date			
1	Total number of pages including cover sheet, attachments, and documents:				

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

## PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT ("Assignment") is made and entered into effective as of the 7th day of February 2003, ("Effective Date"), by and between DIBRA, Inc. (formerly known as Diamond Brands Incorporated), a Minnesota corporation, with its principal office at 1660 South Highway 100, Suite 122, Minneapolis, Minnesota 55416 ("Assignor"), and Jarden Corporation, a Delaware corporation, with its principal office at 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 patent applications identified and set forth on Schedule A (the "Patent Applications"); and

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

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 Patent Applications, 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 Patent Applications, 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 Patent Applications, 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

PATENT REEL: 013988 FRAME: 0265 or other proceedings that may arise in connection with any of the patent rights assigned herein, 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 TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized as of this 20th day of March 2003.

DIBRA, I	IN(	٦
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## **JARDEN CORPORATION**

(Formerly known as Diamond Brands Incorporated)

Name: CILARER R GOLDSTEIN

Title: PRESIDENT

Name: Desiree Destefano

Title: \_\_\_\_ *SV f* 

## **SCHEDULE A**

## **U.S. PATENT APPLICATIONS**

Serial No.	Filing Date	Inventor
29/173/613,133	1/3/03	Lisa Marie Deffner
29/171/242	11/19/02	Lisa Marie Deffner
29/161/947	6/5/02	Lisa Marie Deffner
29/161/906	6/5/02	Lisa Marie Deffner

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**RECORDED: 04/23/2003** 

PATENT REEL: 013988 FRAME: 0268