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CONVEYANCE TYPE
 Assignment Security Agreement
 License Change of Name
 Merger Other
U.S. Government
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 Department File Secret File

7-14-03

CONVEYING PARTY(IES): (Last name first)
THERMOS LIMITED
Execution Date
April 20, 2001

RECEIVING PARTY:
Name: THERMOS L.L.C.
Address: 300 North Martingale Road, Suite 200
City: Schaumburg
State: Illinois
Zip Code: 60173

Mark if additional names of conveying parties attached

Mark if additional names of receiving parties attached

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).
If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named inventor: 00/00/00
Patent Application Number(s): _____
Patent Number(s):
5,299,705
Des. 432,366

FINANCE SECTION
JUL 14 AM 9:53
RECORDS

TOTAL NUMBER OF PROPERTIES: Enter the total number of properties involved: _____

PATENT COOPERATION TREATY (PCT):
Enter PCT application number only if a U.S. Application Number has not been assigned:
07/15/2003 DBYRNE 00000185 230785 5299705
01 FC:6021 80.00 DA

NUMBER OF PAGES:
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_____ 6 _____

CORRESPONDENT NAME AND ADDRESS:
Wood, Phillips, Katz, Clark & Mortimer
Citicorp Center, Suite 3800
500 West Madison Street
Chicago, Illinois 60661-2511
(312) 876-1800

FEE AMOUNT: Total Fee (37 CFR 3.41) \$80.00
 Enclosed
 Charge to Deposit Account 23-0785
 The Commissioner is hereby authorized to charge any additional fees which may be required, or credit any overpayment, to Deposit Account 23-0785.

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 herein indicated.
Jeffery N. Fairchild, Reg. No. 37,825
Name of Person Signing _____ Signature _____ Date July 9, 2003

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "*Assignment*"), dated as of April 20, 2001, is made by THERMOS LIMITED, a private limited company incorporated in England and Wales and having its registered office at Regent House, Hubert Road, Brentwood, Essex CM14 4HQ, England (the "*Assignor*") and THERMOS L.L.C., a Delaware limited liability company having its principal place of business at 300 North Martingale Road, Suite 200, Schaumburg, Illinois 60173 USA (the "*Assignee*").

WITNESSETH:

WHEREAS, the Assignor owns the patents, patent applications, design patents and design patent applications expressly listed on Schedule 1 hereto (the "*Patents*") in North America (with the exception of Canada), Central America, South America and Oceania (the "*Territory*");

WHEREAS, the Assignor desires to convey, transfer, assign and deliver to the Assignee, and the Assignee desires to accept and acquire from Assignor, all of Assignor's rights, title and interest in, to and under all of the Patents in the Territory, pursuant to the terms and conditions set forth herein, effective as of the Closing Date as defined in the Master Agreement, dated as of the date hereof, to which the Assignor and Assignee are parties (the "*Master Agreement*"); and

WHEREAS, pursuant to the Master Agreement and other agreements incorporated therein, Assignee has undertaken obligations to its detriment and for the benefit of Assignor.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor hereby assigns and conveys to and confirms in Assignee all right, title and interest of every and any nature in and to the Patents throughout the Territory, and any renewals, continuations, continuation-in-parts, continued prosecution applications, divisionals, reissues, reexaminations and extensions of the Patents throughout the Territory, and every priority right that is or may be predicated upon or arise from the Patents throughout the Territory, and all goodwill associated with the Patents throughout the Territory, and any and all proceeds, royalties and other monies relating to or generated by any and all of the Patents throughout the Territory, together with the right to recover for damages and profits and all other remedies for past and future infringements thereof. Without limitation of the foregoing, Assignor hereby assigns and conveys to Assignee all "know-how" pertaining thereto, whether patentable or not, including trade secrets and all inventions, discoveries, processes, formulas and other intellectual property rights owned or held by Assignor which directly or indirectly relate to the Patents.

2. Regulatory. Assignor hereby authorizes and requests the empowered governmental officials within the Territory to issue or transfer the Patents to Assignee, as assignee of all the right, title and interest therein. This Assignment shall be used by the parties hereto for purposes of recordation in the Territory.

Assignor agrees, without additional consideration, but at Assignee's sole cost and expense, to provide any and all the necessary assistance to Assignee as well as sign and provide any necessary documents and information required to record the assignment of the Patents with the empowered government officials within the Territory.

3. Representations and Warranties of Assignor.

1.1 Assignor is the sole and exclusive owner of the Patents, and the Patents are not the subject of any encumbrance, lien, security interest or claim of ownership by any third party. Except as provided hereunder, no license fees, royalty or similar charges are required for the use of the Patents or the practice of the claimed activity. Assignor has not granted any licenses to the Patents, within the Territory, to any other parties.

1.2 The Patents and each claim thereof are valid and enforceable.

1.3 None of the Patents is subject to any outstanding judgment, order, decree, stipulation, injunction or charge; no proceeding is pending which challenges the legality, validity, enforceability, use or ownership of any of the Patents, and Assignor has never agreed to indemnify any person or party for or against any interference, infringement, misappropriation, or other conflict with respect to any of the Patents.

1.4 To the best knowledge of the Assignor, (i) if the Patents is practiced as claimed, the claimed activity will not infringe the rights of a third party, and (ii) there is no infringement or improper use of the Patents by any third party.

4. Covenants of Assignor. Assignor shall provide Assignee, at Assignee's sole cost and expense, with any and all the documentation, evidence and other necessary assistance, which will be needed for Assignee to take any enforcement actions or other legal actions to enforce the Patents, defend against any patent infringement actions filed against Assignee due to the working of the Patents, defend against any invalidation or revocation action against the Patents, and take other actions to ensure the validity and enforceability of the Patents or protect Assignee's other rights and interests relating to the Patents.

5. Binding Nature. Assignor hereby binds its legal representatives, successors and assigns, as well as Assignor to do, upon Assignee's request and at Assignee's sole cost and expense, but without additional consideration to Assignor or its legal representatives, successors and assigns, all acts reasonably serving to assure that the Patents shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by Assignor or its legal representatives, successors and assigns, if this Assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to Assignor relating to the Patents or the history thereof; and to furnish Assignee with any and all documents in Assignor's control or in the control of Assignor's legal representatives, successors and assigns and which may be useful for establishing the facts of said inventions and discoveries. Without limiting the forgoing, Assignor agrees that the representations and warranties and the covenants provided pursuant to Sections 3 and 4 hereunder shall be applicable

to the heirs, assignees, licensees, administrators or other persons authorized by Assignee to work, maintain or enforce the Patents.

6. Further Assurances. To the extent that the Assignee has not been made the registered owner of all right, title and interest of every and any nature in and to the Patents, within the Territory as of the Effective Date (as hereinafter defined), the Assignor, its employees, agents or contractors, shall, without additional consideration, but at the at Assignee's sole cost and expense (i) prepare all documentation and materials as required to make the applications or filings to the government authorities in the relevant jurisdictions to register or record the Assignee as the owner of all rights, title and interest of every and any nature in and to the Patents within the Territory, and deliver such duly executed documentation and materials to Assignee on the Effective Date such that Assignee may but is not obligated to make the filing or application to register or record itself as the owner of all rights, title and interest of every and any nature in and to the Patents within the Territory immediately after the Effective Date, and (ii) until Assignee is registered as the owner of all rights, title and interest of every and any nature in and to the Patents within the Territory, take, or cause to be taken, any and all actions necessary or appropriate or as may reasonably be requested by the Assignee to convey, transfer, assign and deliver all rights being assigned and delivered hereunder to Assignee at any time as the Assignee elects but no later than the time of any registration renewal of the Patents. Until the Assignee has been made the registered owner of all rights, title and interest of every and any nature in and to the Patents within the Territory, the Assignor hereby grants to the Assignee an exclusive and non-royalty bearing license to use the Patents and exercise all rights thereunder (the "License") with an unrestricted right to sublicense it to any third party for use in the Territory, effective as of the Effective Date. The License shall terminate upon registration of the Assignee as the registered owner of all rights, title and interest of every and any nature in and to the Patents within the Territory. All of the Patents for which the License applies are listed on Schedule 2. In the event that, despite the efforts of Assignor and Assignee, Assignor is unable to convey, transfer, assign and deliver, or cause to be conveyed, transferred, assigned and delivered, all of the rights in and to the Patents set forth herein, as to any such rights in the Patents that Assignor is unable to convey, transfer, assign and deliver, Assignor shall grant, or cause to be granted, to the Assignee, at Assignee's sole cost and expense, an exclusive, non-royalty bearing and perpetual license to use such rights, with an unrestricted right to sublicense it to any third party for use in the Territory, or otherwise provide to Assignee substantially equivalent rights and economic benefits, provided that the inability of the Assignor to do so shall not give rise to any liability or obligation to the Assignor. The Assignor shall execute, at Assignee's sole cost and expense, any and all documents, and take any and all such actions or refrain from taking such actions as the Assignee may reasonably request in order to effectuate and carry out the transactions encompassed in and contemplated by this Section 6.

7. Dispute Resolution. Article 6 of the Master Agreement is hereby incorporated herein by reference.

8. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

9. Governing Law. This Assignment shall be construed in accordance with and governed by the laws of the State of New York, United States of America without reference to its principles concerning conflicts of laws.

10. Effective Date. This Assignment shall take effect as of the Closing Date as defined in the Master Agreement.

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Patents

Country Type Patent No.	Base Date Expiry Date	Annuity Ren Date	Client No. Case Code Division Code	Client Name Reference Proprietor	Client's Agent Details Resp. Party	Case Code
Argentina Design 68573	23 Feb 1999 23 Feb 2014	5 23 Feb 2003	511766	Thermos Ltd. 34 Range-Mondial 99 SJA-E Thermos Ltd.	7000706 Urquhart-Dykes & Lord - Leeds NARR A	D00076585AR
Australia Design 140163	10 Feb 1999 10 Feb 2015	7 10 Feb 2005	511766	Thermos Ltd. 34 Range-Mondial 99 Shape Thermos Ltd.	7000706 Urquhart-Dykes & Lord - Leeds NARR A	D00076585AU
Australia Design-first fee 140163	24 Mar 2000 10 Feb 2015	0	511766	Thermos Ltd. 34 Range-Mondial 99 Shape Thermos Ltd.	7000706 Urquhart-Dykes & Lord - Leeds NARR A	0
Chile Design 303-99	18 Feb 1999 18 Feb 2009	0	511766	Thermos Ltd. 34 Range-Mondial 99 Shape Thermos Ltd.	7000706 Urquhart-Dykes & Lord - Leeds NARR A	D00076565CL
U.S.A. Large Entity 5299705	05 Apr 1994 21 May 2013	2 5 Oct 2001	511766	Thermos Ltd. 32 Mondial Flask Cup Thermos Ltd.	3316130 Urquhart-Dykes & Lord - Cavendish A	P00012623US
U.S.A. Design 297100345	09 Feb 1999	0	511766	Thermos Ltd. 34 Range-Mondial 99 Shape Thermos Ltd.	7000706 Urquhart-Dykes & Lord - Leeds NARR A	D00076565US