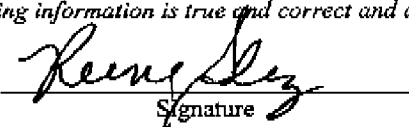


Form PTO-1595 (Rev. 03/01) OMB No. 0631-0027 (exp. 5/31/2002)		<b>RECORDATION FORM COVER SHEET</b> <b>PATENTS ONLY</b>		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
Tab settings → ⇒ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼ ▼					
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies):  <b><u>Calphalon Corporation</u></b>			2. Name and address of receiving party(ies)  Name: <b><u>Mirro Operating Company LLC</u></b>   Street Address: <b><u>5115 Parkcenter Avenue, Suite 150</u></b>  City: <b><u>Dublin</u></b> State: <b><u>OH</u></b> Zip: <b><u>43017</u></b>		
3. Nature of conveyance:  <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <b>corrective Assignment to correct conveying party, receiving party and execution date for assignment previously recorded at reel/frame 014601/0818</b>  Execution Date: <b><u>April 9, 2004</u></b>  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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: _____					
A. Patent Application No.(s)  <b>09/911835; 29/183285; 60/461138; 10/424146; 09/091200</b>			B. Patent No.(s)  <b>4936450; 5696688; 5806410; 5921173; 5992308;                  6029843; 6217656; D405313; D405314; D412641;                  D446078; RE37988; 5644976; 5531095; 5698769;                  5765431</b>		
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed:  Name: <b><u>Reine H. Glanz, Esq.</u></b>  Internal Address: <b><u>Schulte Roth &amp; Zabel LLP</u></b>  Street Address: <b><u>919 Third Avenue</u></b>   City: <b><u>New York</u></b> State: <b><u>N.Y.</u></b> Zip: <b><u>10022</u></b>			6. Total number of applications and patents involved: <b><u>21</u></b>  7. Total fee (37 CFR 3.41).....\$ <b><u>840.00</u></b>  <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account  8. Deposit account number: <b><u>Schulte Roth &amp; Zabel LLP - 500675</u></b> (Attach duplicate copy of this page if paying by deposit account)		
<b>DO NOT USE THIS PAGE</b>					
9. Statement and signature. <i>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.</i>  <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <b><u>Reine H. Glanz, Esq.</u></b>                          Name of Person Signing                     </div> <div style="width: 30%; text-align: center;">                           Signature                     </div> <div style="width: 30%; text-align: right;"> <b><u>July 29, 2004</u></b>                          Date                     </div> </div> <div style="text-align: right; margin-top: 10px;">                         Total number of pages including cover sheet, attachments, and documents: <b><u>13</u></b> </div>					

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patents & Trademarks, Box Assignments  
 Washington, D.C. 20231

CH \$840.00 500675 09911835

Calphalon Patent Assignment

**SCHEDULE A**  
( 2 Pages )

**Federal Patents**

TYPE	APPL. NUM.	REG. NUM.	STATUS	COUNTRY	FILED DATE	ISS. DATE	EXP. DATE	TITLE
ORD	09/911835		Pending	United States	25-Jul-2001			Cookware And Method For Cooking
DES	29/183285		Pending	United States	11-Jun-2003			Handle
PRO	60/461138		Pending	United States	09-Apr-2003			Cookware Lid [No Boil Over]
ORD	10/424146		Pending	United States	28-Apr-2003			Cookware Lid [No Boil Over]
ORD	07/289316	4936450	Granted	United States	23-Dec-1988	26-Jun-1990	23-Dec-2008	Combined Shipping And Displaying Merchandise
ORD	08/593225	5696688	Granted	United States	29-Jan-1996	09-Dec-1997	29-Jan-2016	Method And Apparatus For Welding Handle Studs To Cooking Vessels
ORD	08/851578	5806410	Granted	United States	05-May-1997	15-Sep-1998	05-May-2017	Footed Cooking Utensil
ORD	08/935840	5921173	Granted	United States	23-Sep-1997	13-Jul-1999	23-Sep-2017	Bakeware With Patterned Surface Texture
ORD	09/113660	5992308	Granted	United States	10-Jul-1998	30-Nov-1999	10-Jul-2018	Cooking Vessel
ORD	09/113422	6029843	Granted	United States	10-Jul-1998	29-Feb-2000	10-Jul-2018	Cookware Lid
ORD	09/227131	6217636	Granted	United States	07-Jan-1999	17-Apr-2001	07-Jan-2019	Pan Holder For Coating Process
DES	29/089767	D405313	Granted	United States	23-Jun-1998	09-Feb-1999	09-Feb-2013	Mating Cookware Cover And Vessel Handles
DES	29/089793	D405314	Granted	United States	23-Jun-1998	09-Feb-1999	09-Feb-2013	Cookware Handle
DES	29/091544	D412641	Granted	United States	31-Jul-1998	10-Aug-1999	10-Aug-2013	Cookware Cover Handle
DES	29/126760	D446078	Granted	United States	25-Jul-2000	07-Aug-2001	07-Aug-2015	Knob For Cookware Lid
REI	09/604832	RE37988	Granted	United States	27-Jun-2000	18-Feb-2003	22-Sep-2015	Cookware Top
ORD	08/509557	5644976	Granted	United States	31-Jul-1995	08-Jul-1997	31-Jul-2015	Footed Cooking Utensil

**Federal Patents Jointly Owned with Regal Ware, Inc.**

TYPE	APPL. NUM.	REG. NUM.	STATUS	COUNTRY	FILED DATE	ISS. DATE	EXP. DATE	TITLE
ORD		5,531,095	Granted	United States		02-Jul-1996		Method & Apparatus For Determining Mechanical Durability Of Surface Finish Of Cooking Vessel
ORD		5,698,769	Granted	United States		16-Dec-1997		Apparatus For Finish Surface Testing
ORD		5,765,431	Granted	United States		16-Jun-1998		Method For Finish Surface Testing
PCT	09/091,200		Pending	United States		10-Jun-1998		Coating For Cooking Vessel

Calphalon Patent Assignment

Foreign Patents

TYPE	APPL. NUM.	REG. NUM.	STATUS	COUNTRY	APP. DATE	ISS. DATE	EXP. DATE	TITLE
DES	DI5900178.0	DI5900178.0	Granted	Brazil	29-Jan-1999	08-Mar-2000	29-Jan-2024	Cookware Cover Handle
ORD			Unfiled	China				Cookware Lid [No Boil Over]
ORD			Pending	European Patent Convention	12-Mar-2004			Cookware Lid [No Boil Over]
ORD			Pending	Mexico	12-Mar-2004			Cookware Lid [No Boil Over]

CHIR4128470.3

*Calphalon Patent Assignment***PATENT ASSIGNMENT**

WHEREAS, NEWELL RUBBERMAID, INC., a Delaware corporation ("Seller"), and GLOBAL HOME PRODUCTS LLC, a Delaware limited liability company ("Purchaser") have entered into a Stock and Asset Purchase Agreement dated as of March 12, 2004 (the "Agreement"); and

WHEREAS, under the Agreement, Seller agreed to sell its Glass, Frame and Cookware Businesses (as such terms are defined in the Agreement) to Purchaser; and

WHEREAS, in conducting the Cookware Business, Seller's subsidiary CALPHALON CORPORATION, an Ohio corporation ("Assignor"), has acquired an interest in certain Purchased Cookware Business Assets (as defined in the Agreement) that are to be transferred to Purchaser's subsidiary MIRRO OPERATING COMPANY LLC, Delaware limited liability company ("Assignee"); and

WHEREAS, in the United States of America, the Assignor owns all (or as indicated on Schedule A joint) right, title and interest in and to the patents and design patents and applications therefor listed in Schedule A hereto that comprise part of the Purchased Cookware Business Assets, and all reissues, divisions, continuations, continuations-in-part, extensions, and reexaminations thereof or thereon (collectively, the "Federal Patents"); and,

WHEREAS, outside the United States and Canada, the Assignor owns all right, title and interest in and to the patents, utility models and design patents and applications therefor listed in Schedule A hereto that comprise part of the Purchased Cookware Business Assets, and all reissues, divisions, continuations, continuations-in-part, extensions, and reexaminations thereof or thereon (collectively, the "Foreign Patents"); and,

WHEREAS, Assignor is the owner of various right, title and interest in and to various copyrights, trade dress, know-how, common law trademarks, service marks and tradenames, and other similar proprietary rights currently related exclusively to the Cookware Business outside Canada and Puerto Rico, including complete and in-process finished-product drawings, tooling drawings, product manufacturing drawings and instructions for manufacturing, analysis and notes related to the design of cookware products, and similar works used in the analysis, design and manufacture of cookware products, all of the foregoing to the extent currently used exclusively in the Cookware Business (collectively, the "Common Law Assets"); and

WHEREAS, Assignee is desirous of acquiring all of Assignor's right, title and interest in and to all Federal Patents, Foreign Patents and the Common Law Assets (together, the "Assets"), and Seller has promised, in the Agreement, to cause the same to be assigned; and

NOW, THEREFORE, for the consideration set forth in the 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 its 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 and agrees that it will execute and deliver, or cause to be executed and delivered, all documents and instruments reasonably required to effect this Assignment, and will take, or cause to

*Calphalon Patent Assignment*

be taken, at Assignee's expense, all such further or other actions, as Purchaser or Assignee may reasonably deem necessary or desirable to enable the Assignee to enjoy, to the fullest extent, the right, title and interest herein conveyed.

3. 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.

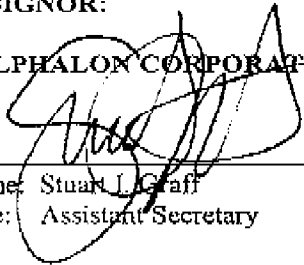
4. The Assignor hereby warrants and represents that it has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. The Assignor hereby requests that the appropriate patent, trademark or other government offices record this Assignment and issue a new certificate of registration in the Assignee's name.

IN TESTIMONY WHEREOF, the parties have executed this Assignment this \_\_\_\_ day of April, 2004.

ASSIGNOR:

CALPHALON CORPORATION

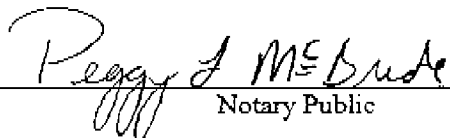
By:   
Name: Stuart I. Graff  
Title: Assistant Secretary

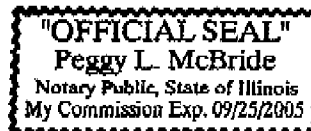
**CERTIFICATE OF ACKNOWLEDGEMENT**

STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

On this 9th day of April, 2004, Stuart I. Graff, being personally known to me, appeared before me, a Notary Public in and for the County and State aforesaid, and being first duly sworn, said and acknowledged that, as such officer, he signed and delivered the foregoing instrument as the free and voluntary act of said corporation, all pursuant to authority given by the Board of Directors of said corporation.

SUBSCRIBED and SWORN TO  
before me this 9th day of April, 2004

  
Notary Public



*Calphalon Patent Assignment*

**ASSIGNEE:**

**MIRRO OPERATING COMPANY LLC**

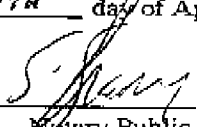
By:   
Name: Jeff Zappone  
Title: Treasurer & Chief Financial Officer

**CERTIFICATE OF ACKNOWLEDGEMENT**

STATE OF New York )  
COUNTY OF New York ) SS

On this 9th day of April, 2004, Jeff Zappone, being personally known to me, appeared before me, a Notary Public in and for the County and State aforesaid, and being first duly sworn, said and acknowledged that, as such officer, he/she signed and delivered the foregoing instrument as the free and voluntary act of said corporation, all pursuant to authority given by the Board of Directors of said corporation.

**SUBSCRIBED and SWORN TO**  
before me this 9th day of April, 2004

  
Notary Public

SANDEEP SHARMA  
Notary Public, State of New York  
No. 02SH6039224  
Qualified in New York County  
Commission Expires 03/27/06



UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231



\*700092286\*

JUNE 17, 2004

PTAS

SCHULTE ROTH & ZABEL LLP  
SCOTT M. KAREFF, ESQ.  
919 THIRD AVE.  
NEW YORK, NY 10022

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 700092286


THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

1. THE COVER SHEET SUBMITTED TO CORRECT ERRORS IN THE PREVIOUSLY RECORDED DOCUMENT IS NOT ACCEPTABLE. TO CORRECT AN ERROR IN A RECORDED DOCUMENT, A CORRECTED COVER SHEET MUST BE ACCOMPANIED BY THE ORIGINALLY RECORDED DOCUMENT OR A COPY OF THE ORIGINALLY RECORDED DOCUMENT AND THE RECORDING FEE FOR THE CORRECTIONS AS SET FORTH IN 37 CFR 3.34.

SEDLEY PYNE, PARALEGAL  
ASSIGNMENT DIVISION

Form PTC-159 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)		RECORDATION FORM COVER SHEET <b>PATENTS ONLY</b>		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
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): <u>Navell Rubbermaid, Inc.</u>			2. Name and address of receiving party(ies): Name: <u>Global Home Products LLC c/o Carleton Capital Management, L.P.</u>  Street Address: <u>299 Park Avenue</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10171</u>		
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other					
Execution Date: <u>March 12, 2004</u>					
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			Additional name(s) & address(es) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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: _____					
A. Patent Application No.(s) <u>09/911835; 29/183285; 68/461138; 10/424146; 69/091290</u>			B. Patent No.(s) <u>4936498; 5696688; 5886418; 5921173; 5992388;</u> <u>6829843; 6217696; D485313; D485314; D412641;</u> <u>D446878; K637988; 5644376; 5531893; 5878769;</u> <u>5765431</u>		
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Reine H. Glanz, Esq.</u> Internal Address: <u>Schulte Roth &amp; Zabel LLP</u> Street Address: <u>919 Third Avenue</u>  City: <u>New York</u> State: <u>N.Y.</u> Zip: <u>10022</u>			6. Total number of applications and patents involved: <u>21</u>		
			7. Total fee (37 CFR 3.41) <u>\$280.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account		
			8. Deposit account number: <u>Schulte Roth &amp; Zabel LLP - 588679</u> (Attach duplicate copy of this page if paying by deposit account)		
<b>DO NOT USE THIS PAGE</b>					
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.  <u>Reine H. Glanz, Esq.</u> Name of Person Signing  Total number of pages including cover sheet, attachments, and documents: <u>6</u>					

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

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PATENT  
REEL: 014601 FRAME: 0818

PATENT  
REEL: 014926 FRAME: 0233



Colophon Patent Assignment

**SCHEDULE A**  
( 2 Pages )**Federal Patents**

ORD	09/911835		Pending	United States	25-Jul-2001			Cookware And Method For Cooking
DES	29/183285		Pending	United States	11-Jun-2003			Handle
PRO	60/461138		Pending	United States	09-Apr-2003			Cookware Lid [No Bolt Over]
ORD	10/424146		Pending	United States	28-Apr-2003			Cookware Lid [No Bolt Over]
ORD	07/289316	4936450	Granted	United States	23-Dec-1988	26-Jun-1990	23-Dec-2008	Outfitted Shipping And Displaying Merchandise
ORD	08/593225	5696688	Granted	United States	29-Jan-1996	09-Dec-1997	29-Jan-2016	Method And Apparatus For Holding Handle Stacks To Cooking Vessels
ORD	08/851578	5806410	Granted	United States	05-May-1997	15-Sep-1998	01-May-2017	Footed Cooking Utensil
ORD	08/935840	5921173	Granted	United States	23-Sep-1997	13-Jul-1999	23-Sep-2017	Bakeware With Patterned Surface Texture
ORD	09/113660	5992308	Granted	United States	10-Jul-1998	30-Nov-1999	10-Jul-2018	Cooking Vessel
ORD	09/113422	6029843	Granted	United States	10-Jul-1998	29-Feb-2000	10-Jul-2018	Cookware Lid
ORD	09/227131	6217656	Granted	United States	07-Jan-1999	17-Apr-2001	07-Jan-2019	Pin Holder For Coasting Process
DES	29/089767	D405313	Granted	United States	23-Jun-1998	09-Feb-1999	09-Feb-2013	Mating Cookware Cover And Vessel Handles
DES	29/089793	D405314	Granted	United States	23-Jun-1998	09-Feb-1999	09-Feb-2013	Cookware Handle
DES	29/091344	D412641	Granted	United States	31-Jul-1998	10-Aug-1999	10-Aug-2013	Cookware Cover Handle
DES	29/126760	D446078	Granted	United States	25-Jul-2000	07-Aug-2001	07-Aug-2015	Knob For Cookware Lid
REI	09/604832	RE37988	Granted	United States	27-Jun-2000	18-Feb-2003	22-Sep-2015	Cookware Top
ORD	08/509557	5644976	Granted	United States	31-Jul-1998	08-Jul-1997	31-Jul-2015	Footed Cooking Utensil

**Federal Patents Jointly Owned with Regal Ware, Inc.**

ORD		5,531,095	Granted	United States		02-Jul-1996		Method & Apparatus For Determining Mechanical Durability Of Surface Finish Of Cooking Vessel
ORD		5,698,769	Granted	United States		16-Dec-1997		Apparatus For Finish Surface Testing
ORD		5,765,431	Granted	United States		16-Jan-1998		Method For Finish Surface Testing
PCT	09/091,200		Pending	United States		10-Jun-1998		Cooking For Cooking Vessel

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FROM 12125935955 SCHULTE ROTH & ZABEL LLP

(TUE) 5. 6' 04 19:00/ST. 18:57/NO. 4861207620 P 7

*Calphalon Patent Assignments*

Foreign Patents

DBS	PATENT NUM	PUB. NO.	STATUS	COUNTRY	FILED DATE	GRANT DATE	EXPIRATION DATE	DESCRIPTION
ORD	D15900178.0	D15900178.0	Granted	Brazil	29-Jan-1999	08-Mar-2000	29-Jan-2024	Cookware Cover Handle
ORD			Granted	China				Cookware Lid (No Boil Over)
ORD			Pending	European Patent Convention	12-Mar-2004			Cookware Lid (No Boil Over)
ORD			Pending	Mexico	12-Mar-2004			Cookware Lid (No Boil Over)

CRU 4194190.3

*Calphalon Patent Assignment***PATENT ASSIGNMENT**

WHEREAS, NEWELL RUBBERMAID, INC., a Delaware corporation ("Seller"), and GLOBAL HOME PRODUCTS LLC, a Delaware limited liability company ("Purchaser") have entered into a Stock and Asset Purchase Agreement dated as of March 12, 2004 (the "Agreement"); and

WHEREAS, under the Agreement, Seller agreed to sell its Glass, Frame and Cookware Businesses (as such terms are defined in the Agreement) to Purchaser; and

WHEREAS, in conducting the Cookware Business, Seller's subsidiary CALPHALON CORPORATION, an Ohio corporation ("Assignor"), has acquired an interest in certain Purchased Cookware Business Assets (as defined in the Agreement) that are to be transferred to Purchaser's subsidiary MIRRO OPERATING COMPANY LLC, Delaware limited liability company ("Assignee"); and

WHEREAS, in the United States of America, the Assignor owns all (or as indicated on Schedule A joint) right, title and interest in and to the patents and design patents and applications therefor listed in Schedule A hereto that comprise part of the Purchased Cookware Business Assets, and all reissues, divisions, continuations, continuations-in-part, extensions, and reexaminations thereof or thereon (collectively, the "Federal Patents"); and,

WHEREAS, outside the United States and Canada, the Assignor owns all right, title and interest in and to the patents, utility models and design patents and applications therefor listed in Schedule A hereto that comprise part of the Purchased Cookware Business Assets, and all reissues, divisions, continuations, continuations-in-part, extensions, and reexaminations thereof or thereon (collectively, the "Foreign Patents"); and,

WHEREAS, Assignor is the owner of various right, title and interest in and to various copyrights, trade dress, know-how, common law trademarks, service marks and tradenames, and other similar proprietary rights currently related exclusively to the Cookware Business outside Canada and Puerto Rico, including complete and in-process finished-product drawings, tooling drawings, product manufacturing drawings and instructions for manufacturing, analysis and notes related to the design of cookware products, and similar works used in the analysis, design and manufacture of cookware products, all of the foregoing to the extent currently used exclusively in the Cookware Business (collectively, the "Common Law Assets"); and

WHEREAS, Assignee is desirous of acquiring all of Assignor's right, title and interest in and to all Federal Patents, Foreign Patents and the Common Law Assets (together, the "Assets"), and Seller has promised, in the Agreement, to cause the same to be assigned; and

NOW, THEREFORE, for the consideration set forth in the 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 its 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 and agrees that it will execute and deliver, or cause to be executed and delivered, all documents and instruments reasonably required to effect this Assignment, and will take, or cause to

M 12125935955 SCHULTE ROTH &amp; ZABEL LLP

(THU) 5. 6'04 18:59/ST. 18:57/NO. 4861207620 P 4

*Calphalon Patent Assignment*

be taken, at Assignee's expense, all such further or other actions, as Purchaser or Assignee may reasonably deem necessary or desirable to enable the Assignee to enjoy, to the fullest extent, the right, title and interest herein conveyed.

3. 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.

4. The Assignor hereby warrants and represents that it has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. The Assignor hereby requests that the appropriate patent, trademark or other government offices record this Assignment and issue a new certificate of registration in the Assignee's name.

IN TESTIMONY WHEREOF, the parties have executed this Assignment this \_\_\_\_ day of April, 2004.

ASSIGNOR:

CALPHALON CORPORATION

By: 

Name: Stuart I. Graff

Title: Assistant Secretary

## CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF Illinois )  
COUNTY OF Cook ) SS

On this 9th day of April, 2004, Stuart I. Graff, being personally known to me, appeared before me, a Notary Public in and for the County and State aforesaid, and being first duly sworn, said and acknowledged that, as such officer, he signed and delivered the foregoing instrument as the free and voluntary act of said corporation, all pursuant to authority given by the Board of Directors of said corporation.

SUBSCRIBED and SWORN TO  
before me this 9th day of April, 2004

  
Notary Public



2125935955 SCHULTE ROTH & ZABEL LLP  
SCHULTE ROTH & ZABEL LLP 12125935955

(THU) 5. 6' 04 18:59/ST. 18:57/NO. 4861207620 P 5  
(WED) 4. 7' 04 19:59/ST. 19:56/NO. 4260783433 P 12

*Calphalon Patent Assignment*

**ASSIGNEE:**

**MIRRO OPERATING COMPANY LLC**

By: *[Signature]*

Name: Jeff Zappone

Title: Treasurer & Chief Financial Officer

**CERTIFICATE OF ACKNOWLEDGEMENT**

STATE OF New York )  
COUNTY OF New York ) ss

On this 9th day of April, 2004, Jeff Zappone, being personally known to me, appeared before me, a Notary Public in and for the County and State aforesaid, and being first duly sworn, said and acknowledged that, as such officer, he/she signed and delivered the foregoing instrument as the free and voluntary act of said corporation, all pursuant to authority given by the Board of Directors of said corporation.

SUBSCRIBED and SWORN TO  
before me this 9th day of April, 2004

*[Signature]*  
Notary Public

BANDEEP SHARMA  
Notary Public, State of New York  
No. 02346099224  
Qualified in New York County  
Commission Expires 03/27/06

Page 3 of 3

RECORDED: 06/06/2004

PATENT  
REEL: 014601 FRAME: 0823

RECORDED: 07/30/2004

PATENT  
REEL: 014926 FRAME: 0238