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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

Rapid Brands Corporation

Execution Date(s) January 19, 2005

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

**2. Name and address of receiving party(ies)**

Name: The Hartz Mountain Corporation

Internal Address: \_\_\_\_\_

Street Address: 400 Plaza Drive

City: Secaucus

State: New Jersey

Country: \_\_\_\_\_ Zip: 07094

Additional name(s) & address(es) attached? ☐ Yes ☒ No

**3. Nature of conveyance:**

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

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

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

See Exhibit A

See Exhibit A

Additional numbers attached? ☒ Yes ☐ No

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

Name: Jeffrey M. Kaden

Internal Address: \_\_\_\_\_

Gottlieb, Rackman & Reisman, P.C.

Street Address: 270 Madison Avenue

City: New York

State: NY Zip: 10016

Phone Number: 212-684-3900

Fax Number: 212-684-3999

Email Address: jkaden@grr.com

**6. Total number of applications and patents involved:**

17

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 680.00**

- ☐ Authorized to be charged by credit card  
☒ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 07-1730

Authorized User Name \_\_\_\_\_

**9. Signature:**

Jeffrey M. Kaden

Signature

February 4, 2005

Date

Name of Person Signing

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

4

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

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**PATENT**  
**REEL: 017507 FRAME: 0714**

**Exhibit A**

<b>Serial Number</b>	<b>Filing Date</b>
10/080,089	February 21, 2002
10/120,726	April 11, 2002
10/392,694	March 20, 2003
10/293,757	November 13, 2002
10/329,717	December 26, 2002
10/614,551	July 7, 2003
10/812,475	March 30, 2004
10/813,985	March 31, 2004
10/781,486	February 18, 2004
10/672,909	September 26, 2003
10/717,956	November 20, 2003
PCT/US04/39005	November 18, 2004
10/851,503	May 21, 2004
10/930,419	August 31, 2004
10/755,494	January 12, 2004

<b>Patent Number</b>	<b>Issue Date</b>
6,698,626	March 2, 2004
6,763,977	July 20, 2004

## Patent Assignment

1. Rapid Brands Corporation (hereinafter "Company"), a corporation of the State of Michigan, located and doing business at 528 Kelso Street, Flint, Michigan 48506, for good and valuable consideration and for the consideration as stated in the Asset Purchase Agreement of even date herewith by and among the Company, the Assignee, and other good and sufficient considerations, the receipt of which is hereby acknowledged, by these presents have sold, assigned, transferred and set over, and by these presents sell, assign, transfer and set over unto The Hartz Mountain Corporation, a corporation of the State of New Jersey, located and doing business at 400 Plaza Drive, Secaucus, New Jersey 07094 as assignee, and its successors, assigns and legal representatives (the "Assignee"), effective at least as early as January 11, 2005, its entire right, title and interest, for all countries (a) in the patents and the inventions described and claimed in the patents listed on the annexed Exhibit A and all reissues and extensions thereof; and (b) in and to the inventions described in the applications for Letters Patent of the United States listed on the annexed Exhibit B and all the rights and privileges under any and all Letters Patent that may be granted therefor and thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof.

2. The Company hereby authorizes and request the Commissioner of Patents and Trademarks of the United States and any Official of any country or countries foreign to the United States, whose duty is to issue patents or other evidence or forms of industrial property on applications as aforesaid, to issue the same to the Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.

3. The Company agrees that, when requested, the appropriate officer will, without charge to the Assignee but at Company's own expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining patents for the inventions in any and all countries and for vesting title thereto in the Assignee, its successors, assigns and legal representatives or nominees.

4. Company authorizes and empowers the Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of

protection for the inventions filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from me.

5. The Company hereby consents that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of the assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

6. The Company covenants with the Assignee, its successors, assigns and legal representatives or nominees that the rights and property herein conveyed are free and clear of any encumbrance, and that Company has full right to convey the same as herein expressed.

This Assignment has been executed by the undersigned on the date opposite the authorized officer's name.

Date: January 11, 2005

RAPID BRANDS CORPORATION

By William D. Wickat  
Name: WILLIAM D. WICKAT  
Title: PRESIDENT

STATE OF Michigan )  
 ) SS:  
COUNTY OF Genesee )

This 19th day of January, 2005 before me personally appeared William D. Wickat by me personally known, who acknowledged the foregoing instrument by him or her subscribed to be his or her free act and deed.

Jeanna E. Clifford  
Notary Public

JEANNA E. CLIFFORD  
Notary Public, Genesee Co., MI  
My Comm Expires March 23, 2008