

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Mirro Operating Company LLC	08/16/2006
RECEIVING PARTY DATA	
Name:	SEB S.A.
Street Address:	Z.I. des Granges
Internal Address:	BP 89
City:	Rumilly
State/Country:	FRANCE
Postal Code:	74150
Name:	Groupe SEB USA
Street Address:	1 Boland Drive
City:	West Orange
State/Country:	NEW JERSEY
Postal Code:	07052
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D501358
CORRESPONDENCE DATA	
Fax Number:	(412)471-4094
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	412-471-8815
Email:	webblaw@webblaw.com
Correspondent Name:	The Webb Law Firm
Address Line 1:	436 Seventh Avenue
Address Line 2:	700 Koppers Building
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219

OP \$40.00 D501358

ATTORNEY DOCKET NUMBER:

5363-063618

NAME OF SUBMITTER:

Kent E. Baldauf

Total Attachments: 6

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RECORDATION FORM COVER SHEET
PATENTS ONLY

5363-063618

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):

Mirro Operating Company LLC

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) August 16, 2006

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Other _____

2. Name and address of receiving party(ies)

Name: SEB S.A.

Z.I. des Granges

BP 89

74150 Rumilly, FRANCE

and

Groupe SEB USA
1 Boland Drive

West Orange, NJ 07052

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

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)

D501,358 S issued Feb. 1, 2005

Additional numbers attached? Yes No

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

Name: Kent E. Baldauf

Internal Address: The Webb Law Firm

Street Address: 700 Koppers Building

436 Seventh Avenue

City: Pittsburgh

State: PA Zip: 15219

Phone Number: 412-471-8815

Fax Number: 412-471-4094

Email Address: webblaw@webblaw.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- 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 _____

Authorized User Name _____

9. Signature:



Signature

Jan. 22, 2007

Date

Kent E. Baldauf
Name of Person Signing

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

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

ASSIGNMENT OF INTANGIBLE PROPERTY

Mirro Acquisition Inc., a Delaware corporation, Mirro Operating Company, LLC, a Delaware limited liability company and Mirro Puerto Rico, Inc., a corporation organized under the laws of the Commonwealth of Puerto Rico, each a Debtor and Debtor in Possession under Case No. 06-10340 in the Bankruptcy Court (the "Debtors") and 690649 BC Ltd., a British Columbia company (collectively with the Debtors, the "Assignor") are executing this Assignment of Intangible Property (the "Assignment") in favor of SEB S.A., a company incorporated under the laws of France, and Groupe SEB USA, a Delaware corporation (collectively, the "Assignee"), with respect to the following facts and circumstances:

(A) Assignor and Assignee have heretofore entered into that certain Asset Purchase Agreement dated August 7, 2006 (the "Agreement"). Except for terms specifically defined in this Assignment, the capitalized terms used in this Assignment shall have the same meanings as such terms when used in the Agreement.

(B) Concurrently with the execution and delivery of this Assignment, Assignor and Assignee are consummating the transactions contemplated by the Agreement. Pursuant to Sections 3.3.3 and 3.4.3 of the Agreement, Assignor and Assignee are required to mutually execute and deliver this Assignment at the Closing.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which Assignor hereby expressly acknowledges, to the extent of their respective interests therein, each entity comprising Assignor hereby assigns, conveys, transfers and sets over unto Assignee, all of its right, title and interest (including any and all goodwill), if any, in and to all Intangible Property, including, without limitation, subject to the express limitations set forth in the Agreement, their respective right, title and interest in and to the items of intangible property (and any associated goodwill) described on Schedule 1 hereto. This Assignment shall inure to the benefit of, and be binding upon, the successors, executors, administrators, legal representatives and assigns of Assignor and Assignee.

Notwithstanding anything to the contrary herein, the parties comprising Assignor are executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Agreement (including, without limitation, the exclusions set forth in Section 1.2 of the Agreement and the acknowledgement and disclaimer set forth in Section 7 thereof).

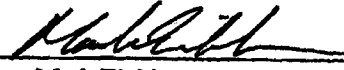
In the event that Assignor or Assignee brings an action or other proceeding to enforce or interpret the terms and provisions of this Assignment, the prevailing party in that action or proceeding shall be entitled to have and recover from the non-prevailing party all such fees, costs and expenses (including, without limitation, all court costs and reasonable attorneys' fees) as the prevailing party may suffer or incur in the pursuit or defense of such action or proceeding.

This Assignment shall be governed by and construed and enforced in accordance with the laws of Delaware

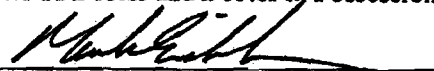
IN WITNESS WHEREOF, Assignor has executed this Assignment as of the 16 of August, 2006.

ASSIGNOR:

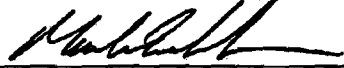
MIRRO ACQUISITION INC.,
a Delaware corporation and
Chapter 11 Debtor and Debtor in Possession

By: 
Name: Mark Eichhorn
Title: President

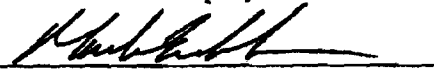
MIRRO OPERATING COMPANY, LLC,
a Delaware limited liability company and
Chapter 11 Debtor and Debtor in Possession

By: 
Name: Mark Eichhorn
Title: President

MIRRO PUERTO RICO, INC.,
a corporation organized under the laws of the
Commonwealth of Puerto Rico and
Chapter 11 Debtor and Debtor in Possession

By: 
Name: Mark Eichhorn
Title: President

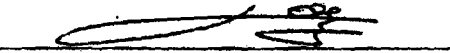
690649 BC, LTD.,
a British Columbia company

By: 
Name: Mark Eichhorn
Title: President

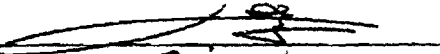
SIGNATURES CONTINUED ON NEXT PAGE

SIGNATURES CONTINUED FROM PRIOR PAGE

SEB S.A., a company incorporated
under the laws of France

By: 
Name: Jean-Pierre LAC
Its: Senior Executive Vice President, Finance

GROUPE SEB USA, a Delaware corporation

By: 
Name: Jean-Pierre LAC
Its: Director

Schedule 1

Intangible Property

Licenses/Sublicenses To Use Or For The Use Of Any Intellectual Property

Patent License Agreement, dated April 13, 2004 by and between Calphalon Corporation (as Licensor) and Mirro Operating Company LLC (as Licensee)

Patent License Agreement, dated April 13, 2004 by and between Newell Rubbermaid, Inc. (as Licensor) and Mirro Operating Company LLC (as Licensee)

Trademark Sublicense Agreement, dated April 13, 2004 by and between Newell Operating Company (as Licensor/Sublicensor) and Mirro Operating Company LLC (as Licensee/Sublicensee)

Inv Title	Case Type	Application Status	App Number	File Date	Country Name	Pat Number	Iss Date	Inventors
AN IMPROVED HANDLE FOR COOKWARE	ORD	Pending	11/291115	28-Mar-2006	United States of America			PADAWER, ANDY; KUTSCHI, DAVID; MAUDER, BERNARD; METAXAKOS, PAUL
Insulated Handle Grip	ORD	Granted	08/202809	21-Jul-1995	United States of America	5611274	25-Mar-1997	GEBDMANN, HAROLD F; MONDYP, KEITH E
Cookware Cover Handle	DES	Granted	990116	27-Jan-1999	Mexico	11831	11-Oct-2000	SCHIFFER, LARRY W
Handle	DES	Granted	28113185	11-Jun-2003	United States of America	D501358	01-Feb-2005	LOGIUDICE, PAUL A; PAYAK, THOMAS
Fastest Cooking Utensil	ORD	Granted	9652084	30-Jul-1996	Mexico	197424	11-Jul-2000	MUCHN, JAY Z; KRASCHEK, TODD
Fastest Cooking Utensil	PFI	Granted	03509557	31-Jul-1995	United States of America	5644976	08-Jul-1997	MUCHN, JAY Z; KRASCHEK, TODD
Fastest Cooking Utensil	CON	Granted	-105706	09-May-1997	United States of America	5066410	15-Sep-1998	MUCHN, JAY Z; KRASCHEK, TODD
Method and Apparatus for Welding Handle Studs to Cooking Vessels	PFI	Granted	548443	29-Jan-1996	United States of America	5696488	09-Dec-1997	LEIF, DAVID R; PLATTETTER, PHILIP B; CLARIBAUT, ROBERT; HAUG, THOMAS F; PETROWSKI, MICHAEL L
Combated Shipping and Display Merchandiser Combination Frying Pan Insert and Frying Pan	PFI	Granted	07287316	23-Dec-1988	United States of America	4936450	26-Jun-1990	PAUL, GERALD T
Combated Shipping and Display Merchandiser Combination Frying Pan Insert and Frying Pan	PFI	Granted	08/036760	25-Mar-1993	United States of America	5123693	28-Jun-1994	COLLARD, JAMES C; SCHIFFER, LARRY W
Rapid Heating Cookware	ORD	Granted	2141622	01-Feb-1995	Canada	2141622	30-Dec-1997	PAUL, GERALD T
Rapid Heating Cookware	ORD	Granted	943263	28-Jul-1994	Mexico	188455	07-May-1998	PAUL, GERALD T
Rapid Heating Cookware	PFI	Granted	08/128230	30-Dec-1993	United States of America	5411014	03-May-1995	PAUL, GERALD T
Low-Fat Non-Stick Frying Device	PFI	Granted	08/055490	30-Apr-1993	United States of America	5440973	18-Aug-1995	WELLDORF, HAROLD L
Method of Making Low-Fat Non-Stick Frying Device	CIP	Granted	08/225791	06-Jun-1994	United States of America	5491721	05-Dec-1995	WELLDORF, HAROLD L
Multi-Purpose Cook Pan Handle for a Kitchen Tool	PFI	Granted	08/209996	20-Sep-1994	United States of America	553917	23-Jul-1996	SCHIFFER, LARRY W; KUEHL, DONALD C
Conference Handle	DES	Granted	29/331805	31-May-1990	United States of America	D337809	14-Jul-1992	HACKER, TERRY F
Universal Stove Pan Cover	DES	Granted	29/025835	13-Jul-1994	United States of America	D368633	27-Jul-1993	HACKER, TERRY F; GISSER, ROBERT
Bakeware with Patented Surface Texture	PFI	Granted	08/933849	23-Sep-1997	United States of America	5211173	13-Jul-1999	GRIVCAN, STANLEY M; THOMPSON, RICHARD W
Cookware Lid	PFI	Granted	09/113660	10-Jul-1998	United States of America	5973208	30-Nov-1999	KRASCHEK, TODD; LONNEMAN, DEBORAH M; PAUL, GERALD T
Cookware Cover Handle	DES	Granted	09/113422	10-Jul-1998	United States of America	6029443	29-Feb-2000	KRASCHEK, TODD; LONNEMAN, DEBORAH M; PAUL, GERALD T
Cookware Cover Handle	DES	Granted	1995-0234	28-Jun-1999	Canada	88201	17-Dec-1999	SCHIFFER, LARRY W
Cookware Cover Handle	DES	Granted	29/091544	31-Jul-1998	United States of America	D412641	10-Aug-1999	SCHIFFER, LARRY W
Cookware Handle	DES	Granted	1998-2129	02-Sep-1998	Canada	81140	18-Jul-1999	KRASCHEK, TODD; LONNEMAN, DEBORAH M; PAUL, GERALD T
Cookware Handle	DES	Granted	29/089793	23-Jun-1998	United States of America	D406514	09-Feb-1999	KRASCHEK, TODD; LONNEMAN, DEBORAH M; PAUL, GERALD T
Mixing Cookware Cover and Vessel Handle	DES	Granted	1998-1130	02-Sep-1998	Canada	81746	16-Jul-1999	KRASCHEK, TODD; LONNEMAN, DEBORAH M; PAUL, GERALD T
Mixing Cookware Cover and Vessel Handle	DES	Granted	981106	29-Oct-1998	Mexico	11568	12-Jul-2000	KRASCHEK, TODD; LONNEMAN, DEBORAH M; PAUL, GERALD T
Mixing Cookware Cover and Vessel Handle	DES	Granted	29/089767	23-Jun-1998	United States of America	D405313	09-Feb-1999	KRASCHEK, TODD; LONNEMAN, DEBORAH M; PAUL, GERALD T
Knob for a Cookware Lid	DES	Granted	2001-0179	25-Jun-2001	Canada	93032	31-Jul-2001	PAUL, GERALD T; KRASCHEK, TODD; LONNEMAN, DEBORAH M
Knob for a Cookware Lid	DES	Granted	29/128760	25-Jul-2000	United States of America	D446078	07-Aug-2001	PAUL, GERALD T; KRASCHEK, TODD; LONNEMAN, DEBORAH M
Handle	DES	Granted	29/193285	11-Jun-2003	United States of America	D501358	01-Feb-2005	LOGIUDICE, PAUL A; PAYAK, THOMAS
Handle for Cookware or the Like	DES	Granted	29/280476	06-Dec-1998	United States of America	D330125	24-Sep-1991	
Serving Handle for Pizza Pan	ORD	Granted	07274458	21-Nov-1988	United States of America	4865218	13-Sep-1989	
Cookware and Cookware Apparatus Providing Best Support for Utensils	PFI	Pending	11/729113	10-Mar-2006	United States of America			KUTSCHI, DUANE; BEEST, KIMBERLY K
Baking Pan	DES	Pending	29/231288	05-Jan-2006	United States of America			MELISAN, ANDRE D; METAXAKOS, PAUL