

PATENT ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Emerald Innovations, LLC	04/22/2009

RECEIVING PARTY DATA

Name:	Signature Brands, LLC
Street Address:	808 SW 12th Sreet
City:	Ocala
State/Country:	FLORIDA
Postal Code:	34478-0279

PROPERTY NUMBERS Total: 14

Property Type	Number
Application Number:	11078652
Application Number:	11201780
Patent Number:	7533470
Application Number:	11536379
Application Number:	11865800
Application Number:	12032925
Application Number:	12020299
Patent Number:	6478448
Patent Number:	7107691
Patent Number:	D383945
Patent Number:	D383946
Patent Number:	D385157
Patent Number:	D524120
Patent Number:	D584116

CORRESPONDENCE DATA

500904957

PATENT  
REEL: 022917 FRAME: 0891

CH \$560.00 11078652

Fax Number: (212)972-5487

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Correspondent Name: Cohen Pontani Lieberman & Pavane

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ATTORNEY DOCKET NUMBER:

463701-0

NAME OF SUBMITTER:

Lance J. Lieberman

Total Attachments: 5

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## PATENT ASSIGNMENT

THIS ASSIGNMENT AGREEMENT (this "Assignment") is made as of April 23, 2009, by and between Emerald Innovations, LLC, an Ohio limited liability company, ("Assignor"), and Signature Brands, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated April 23, 2009 (the "Purchase Agreement"), pursuant to which Assignee is to acquire certain intellectual property assets and associated goodwill of Assignor as described in the Purchase Agreement;

WHEREAS, Assignor owns the patents and patent applications identified on Exhibit A attached hereto, including the improvements and inventions disclosed therein, (the "Patents"), which it desires to assign to Assignee; and

WHEREAS, Assignee desires to accept such assignment of the Patents.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Assignment and other good and valuable consideration, including the consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of Patents. Assignor assigns, transfers, and conveys to Assignee, its successors, assigns, and legal representatives all of Assignor's right, title, and interest in and to the Patents, including any provisional rights therein, in and to the improvements and inventions disclosed in said Patents throughout the world, in and to any U.S. or foreign application or applications corresponding to said Patents or claiming said improvements and inventions, in

whole or in part, and in and to all divisions, reexaminations, reissues, substitutions, continuations, continuations-in-part, and extensions thereof, including without limitation the right to file applications and to obtain patents, utility models, industrial models, and designs for said improvements and inventions in its own name throughout the world, all rights of priority under the terms of any applicable conventions, treaties, statutes, or regulations, all rights to publish cautionary notices reserving ownership of said inventions, all rights to register said inventions in appropriate registries, and all rights to sue for and seek remedies against past, present, and future infringements of any or all of the foregoing under the laws of any jurisdiction worldwide, free and clear of all liens, claims, security interests, and other encumbrances. Assignor authorizes and requests the Commissioner for Patents to issue all patents on said Patents or applications resulting therefrom in the United States of America to said Assignee, as assignee of the entire interest.

Assignor agrees that it will communicate to Assignee or its representatives any facts known to it respecting said improvements and inventions, and, at Assignee's expense, testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, reexamination, reissue, and other applications, make all assignments and rightful oaths, and generally do everything possible to aid said Assignee, its successors, assigns, and nominees to obtain and enforce proper protection for said improvements and inventions in all countries, and asserts that it will not execute any agreements inconsistent therewith.

2. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the United States of America and of the State of New York.

3. Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge, or modify any of the obligations, agreements, covenants, or warranties of Assignor or Assignee contained in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern and control.

4. Successors and Assigns. This Assignment shall inure to the benefit of and be binding on the successors and assigns of both parties.

*[signatures on next page]*

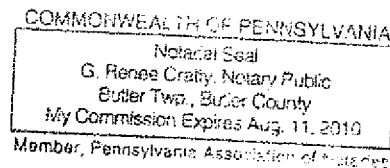
EMERALD INNOVATIONS, LLC

By: [Signature]  
Name: Robert C. Funderlich  
Title: Chief Financial Officer & Secretary  
Address: 245 Pittsburgh Road, Suite 200  
Butler, Pennsylvania 16001

STATE OF Pennsylvania  
COUNTY OF Butler

On this 22 day of Apr. 1 2009, before me, a Notary Public in and for the State and County  
foresaid, personally appeared Robert C Funderlich, known by me to be the person  
above named and an officer of Emerald Innovations, LLC, who is duly authorized to execute this  
Assignment on behalf of Emerald Innovations, LLC, and who signed and executed the foregoing  
instrument on behalf of Emerald Innovations, LLC.

Notary Public: [Signature]  
My Commission Expires: Aug 11, 2010



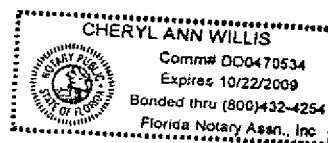
SIGNATURE BRANDS, LLC

By: [Signature]  
Name: JAMES R SCHNEIDER  
Title: PRESIDENT & CEO  
Address: 808 S.W. 12th Street  
Ocala, Florida 34471

STATE OF Florida  
COUNTY OF MARION

On this 24<sup>th</sup> day of April 2009, before me, a Notary Public in and for the State and County  
foresaid, personally appeared JAMES R. SCHNEIDER, known by me to be the person  
above named and an officer of Signature Brands, LLC, who is duly authorized to execute this  
Assignment on behalf of Signature Brands, LLC and who signed and executed the foregoing  
instrument on behalf of Signature Brands, LLC.

Notary Public: [Signature]  
My Commission Expires: OCT 22, 2009



## EXHIBIT A

	Application No./ Publication No.	Patent No.	Filing Date/ Issue Date	Title
1.	11/078,652 20060200912		03/11/2005	Multipurpose Hand-Held Tool Implements
2.	11/201,780 20060110583		08/11/2005	Conformable Design Template for Pumpkin Carving
3.	11/464,102 20070074405	7,533,470	08/11/2006 05/19/2009	Electric Knife Adapted for Safely Carving Pumpkins
4.	11/536,379 20070071843		09/28/2006	Scraping Implement Adapted for Use With Pumpkins
5.	11/865,800		10/02/2007	Store-in-the-Handle Pumpkin Carver
6.	12/032,925		02/18/2008	Halloween Glowstick
7.	12/020,299		01/25/2008	Multifunction Carving Tool for Pumpkins
8.	09/706,876	6,478,448	11/07/2000 11/12/2002	Decorative Lighting Display System
9.	10/885,047 20060005402	7,107,691	07/06/2004 09/19/2006	Electric Knife Adapted for Safely Carving Pumpkins
10.	29/059,270	D383,945	09/06/1996 09/23/1997	Ghost Bucket
11.	29/059,271	D383,946	09/06/1996 09/23/1997	Pumpkin Bucket
12.	29/059,269	D385,157	09/06/1996 10/21/1997	Monster Bucket
13.	29/219,431	D524,120	12/16/2004 07/04/2006	Handle for Vegetable Carving Knife
14.	29/298,147	D584,116	11/29/2007 06/06/2009	Pumpkin Carving Knife

**PATENT**

**RECORDED: 07/08/2009**

**REEL: 022917 FRAME: 0897**