

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
The Glad Products Company (successor in interest to First Brands Corporation)	11/04/2010
RECEIVING PARTY DATA	
Name:	The Clorox Company
Street Address:	1221 Broadway
City:	Oakland
State/Country:	CALIFORNIA
Postal Code:	94612
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	5192554
Patent Number:	5433890
CORRESPONDENCE DATA	
Fax Number:	(312)862-2200
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Address Line 2:	c/o Patrick Lau, Legal Assistant
Address Line 4:	Chicago, ILLINOIS 60654
ATTORNEY DOCKET NUMBER:	42042-25 PL
NAME OF SUBMITTER:	Patrick Lau
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PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (the "**Agreement**"), is made as of November 4th immediately prior to the closing of the transaction contemplated by the Purchase and Sale Agreement (the "**Purchase Agreement**") between The Clorox Company and Viking Acquisition Inc., dated September 21, 2010 (the "**Effective Date**"), by and between The Glad Products Company (successor in interest to First Brands Corporation), a Delaware corporation, ("**Assignor**") and The Clorox Company, a Delaware corporation ("**Assignee**"). Assignor and Assignee each are referred to herein separately as "**Party**" and are referred to herein collectively as the "**Parties**."

RECITALS

A. WHEREAS, Assignor owns all right, title and interest in and to the Assigned Patents (as defined below); and

B. WHEREAS, Assignor desires to assign, and Assignee desires to receive such assignment, under the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein and in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignee and Assignor hereby agree as follows:

1. ASSIGNMENT

1.1 Assignment. Effective as of the Effective Date, Assignor hereby irrevocably, perpetually, and forever sells, assigns, transfers and conveys to Assignee its entire right, title and interest throughout the world in and to the Assigned Patents, free and clear of all liens, including, without limitation, all powers, benefits, causes of action, remedies and other rights of Assignor relating or appertaining to the Assigned Patents (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing). "Assigned Patents" means those patents and applications set forth on Exhibit A, together with any divisional, continuation, continuation-in-part, reexamination, substitution, reissue, extension and renewal patents and patent applications and foreign counterparts thereof.

1.2 Full Enjoyment. The Assigned Patents shall be held and enjoyed by Assignee for its and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which the Assigned Patents has or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by Assignor had this sale and assignment not been made.

1.3 Representations and Warranties. Assignor represents, warrants and covenants that Assignor has the full power and authority to enter into this Agreement and to perform its obligations hereunder, without the need for any consents, approvals or immunities not yet obtained.

1.4 Further Assurances. Promptly after the Effective Date, Assignor shall execute a confirmatory assignment with respect to the Assigned Patents, of the form attached hereto as

Exhibit B or as the parties may otherwise agree. Assignor agrees to take any further actions reasonably necessary to evidence or record the foregoing assignment of the Assigned Patents in the applicable government agencies.

2. MISCELLANEOUS

This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York (including Section 5-1401 of the General Obligations Law), without regard to the conflicts of laws provisions thereof that would require the application of the laws of any other jurisdiction. This Agreement may be executed in two (2) or more copies, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any provision or provisions of this Agreement are held to be invalid, illegal or unenforceable, in whole or in part, under any law or regulation, by a court of competent jurisdiction, then such provision or portion of such provision, as appropriate, shall remain in effect only to the extent that it is valid, and the validity, legality and enforceability of the remaining provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. This Agreement (including Exhibits A and B attached hereto) together with the Purchase Agreement, constitute the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements, understandings and representations concerning such subject matter. Should there be a conflict between the terms in this Agreement and the terms in the Purchase Agreement, the terms in the Purchase Agreement shall govern. No amendment or modification to any of the terms hereof shall be valid or binding upon the Parties unless made in writing and signed by duly authorized representatives of the Parties.

IN WITNESS WHEREOF, Assignee and Assignor have executed this Agreement by their respective duly authorized representatives.

Assignor

By: [Signature]

ANGELA H. ST
Name

Vice President - Secretary
Title

Assignee

By: [Signature]

ANGELA H. ST
Name

Vice President - Secretary
Title

EXHIBIT A

LIST OF PATENTS AND APPLICATIONS

Patent Name	Patent Number	Application Number	Filing Date
Label Dispenser for Blow Molding Machine	5192554	07/641219	1/15/1991
Rubber and Polymer Preservative	5433890	08/277125	7/19/1994