

## PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Jarden Corporation	07/11/2013
RECEIVING PARTY DATA	
Name:	Hearthmark, LLC
Street Address:	14611 W. Commerce Rd.
City:	Daleville
State/Country:	INDIANA
Postal Code:	47334
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	D490279
Patent Number:	D477748
Patent Number:	D475889
Patent Number:	D472765
CORRESPONDENCE DATA	
Fax Number:	5619124182
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	561-912-5185
Email:	jstgermaine@jarden.com
Correspondent Name:	Lawrence J. Shurupoff
Address Line 1:	2381 Executive Center Drive
Address Line 4:	Boca Raton, FLORIDA 33431
ATTORNEY DOCKET NUMBER:	JARDIA-2-4952
NAME OF SUBMITTER:	Lawrence J. Shurupoff
Signature:	/Lawrence J. Shurupoff/

CH \$160.00 D490279

Date:

07/16/2013

**Total Attachments: 3**

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## PATENT ASSIGNMENT

WHEREAS, **Jarden Corporation**, a Delaware Corporation, having a place of business at 555 Theodore Fremd Avenue, B-302, Rye, New York 10580 (hereinafter, the "ASSIGNOR"), is the owner of certain issued patents and/or certain inventions or improvements for which applications for Letters Patents have been made, all of which are listed on Schedule A hereto (hereinafter, the "Patents");

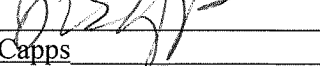
WHEREAS, **Hearthmark, LLC**, a Delaware limited liability company, having a place of business at 14611 W. Commerce Road, Daleville, Indiana 47334 (hereinafter, the "ASSIGNEE"), is desirous of acquiring all right, title and interest in and to the Patents in any and all countries;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby assign, sell, transfer, convey and grant to ASSIGNEE, its successors and assigns all right, title and interest in and to said Patents and any and all continuations, divisions and renewals of and substitutes for the Patents and to and under any and all additional Letters Patent which may be granted on or as a result thereof in the United States and any and all countries, and to re-issue or reissues or extension or extensions of said Letters Patent, together with the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements, and hereby assigns to and authorizes said ASSIGNEE to file applications for Letters Patent in all countries, the same to be held and enjoyed by said ASSIGNEE, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, re-issued or extended as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had this assignment, sale, transfer and conveyance not been made.

It is hereby covenanted that ASSIGNOR has the full right to convey the entire interest herein assigned, and the ASSIGNOR has not executed and will not execute any agreement in conflict herewith, and ASSIGNOR further covenants and agrees that it will each time request is made and without delay execute and deliver all such papers as may be necessary or desirable to perfect the title to said Patents in said ASSIGNEE, its successors, assigns, nominees or legal representatives, and ASSIGNOR agrees to communicate to said ASSIGNEE or to its nominees all known facts respecting said Patents, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuing, re-issue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid said ASSIGNEE, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper patent protection for said Patents, inventions or improvements in any and all countries, all at the reasonable expense, however, of said ASSIGNEE, its successors, assigns, nominees or legal representatives.

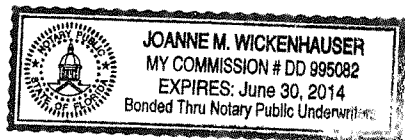
IN WITNESS WHEREOF, Assignor has caused this assignment to be executed by its duly authorized officer effective as of the day and year first written above.

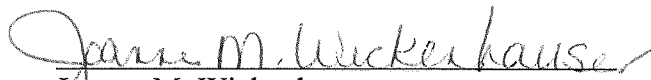
Jarden Corporation  
(Assignor)

By:   
Name: John E. Capps  
Title: Exec. Vice President, General Counsel, Secretary  
Date: July 11, 2013

STATE OF FLORIDA                     )  
  ) ss  
COUNTY OF PALM BEACH         )

On this 11th day of July 2013, before me appeared John E. Capps to me personally known and known to me the person who executed the foregoing Assignment; and who being by me duly sworn, did depose and say that he is the Executive Vice President, General Counsel, Secretary of JARDEN CORPORATION ("Assignor"), that he is authorized to sign this Assignment on behalf of Assignor, and unto me acknowledged said Assignment to be the free act and deed of Assignor.



  
Joanne M. Wickenhauser  
Notary Public

**Schedule A**

Ref. No.	Patent Title	Country	Serial No.	Filed Date	Patent No.	Issue Date	Status
Jardia-2-4952	Toothpick Dispenser design	U.S.	29/173,613	1/3/2003	D490,279	5/25/2004	ISSUED
Jardia-2-4954	Multi-Purpose Lighter design	U.S.	29/171,242	11/19/2002	D477,748	7/29/2003	ISSUED
Jardia-2-4955	Multi-Purpose Lighter design	U.S.	29/161,906	6/5/2002	D475,889	6/17/2003	ISSUED
Jardia-2-4956	Multi-Purpose Lighter design	U.S.	29/161,947	6/5/2002	D472,765	4/8/2003	ISSUED