

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2611432

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
NORWOOD PROMOTIONAL PRODUCTS, LLC	09/30/2013

RECEIVING PARTY DATA

Name:	BIC CORPORATION
Street Address:	ONE BIC WAY, SUITE 1
City:	SHELTON
State/Country:	CONNECTICUT
Postal Code:	06484

PROPERTY NUMBERS Total: 18

Property Type	Number
Patent Number:	D488675
Patent Number:	D498270
Patent Number:	D590211
Patent Number:	D590212
Patent Number:	D589757
Patent Number:	D589758
Patent Number:	D609457
Patent Number:	D434900
Patent Number:	D440765
Patent Number:	D442368
Patent Number:	D450088
Patent Number:	D451548
Patent Number:	D471009
Patent Number:	D472431
Patent Number:	D474649

CH \$720.00 D488675

Patent Number:	D478623
Patent Number:	D495875
Patent Number:	D497050

CORRESPONDENCE DATA

Fax Number:
 Email: francine.hewes@bicworld.com
Correspondence will be sent via US Mail when the email attempt is unsuccessful.
 Correspondent Name: FRANCINE HEWES
 Address Line 1: 14421 MYERLAKE CIRCLE
 Address Line 4: CLEARWATER, FLORIDA 33760

NAME OF SUBMITTER:	FRANCINE HEWES
Signature:	/Francine Hewes/
Date:	11/12/2013

Total Attachments: 7
 source=Intellectual Property Assignment#page1.tif
 source=Intellectual Property Assignment#page2.tif
 source=Intellectual Property Assignment#page3.tif
 source=Intellectual Property Assignment#page4.tif
 source=Intellectual Property Assignment#page5.tif
 source=Intellectual Property Assignment#page6.tif
 source=Intellectual Property Assignment#page7.tif

EXHIBIT C

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "IP Assignment") is made and entered into as of September 30, 2013, by and between NORWOOD PROMOTIONAL PRODUCTS, LLC, a Delaware limited liability company (the "Assignor"), and BIC CORPORATION, a Connecticut corporation (the "Assignee").

WITNESSETH

WHEREAS, the Assignor and BIC USA Inc., a Delaware corporation ("BIC USA"), are parties to that certain Plan of Restructure and Asset Transfer Agreement dated as of the date hereof (the "Agreement"), pursuant to which the Assignor has agreed to convey, transfer, assign and deliver to BIC USA the Acquired Assets;

WHEREAS, pursuant to the terms and provisions of the Agreement, BIC USA has assigned its right to acquire certain of the Acquired Assets to BIC Corporation, and BIC Corporation is treated as a "Transferee" under the Agreement with respect to the Acquired Assets assigned to it; and

WHEREAS, the Assignor and the Assignee desire to evidence in writing the assignment of the intellectual property rights and intellectual property related to the Business under the Agreement by the Assignor to the Assignee. The term Intellectual Property as used in this IP Assignment shall be deemed to have the same meaning given to it in the Agreement. For the avoidance of doubt, any remaining Intellectual Property included in the Acquired Assets (and not listed on Schedule I hereto) is being assigned to the Assignee pursuant to the Intellectual Property Assets Bill of Sale between the Assignor and Assignee.

NOW, THEREFORE, in consideration of the above premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings given to them in the Agreement.

Section 2. Assignment by the Assignor. The Assignor hereby conveys, delivers, transfers, assigns and delivers to the Assignee all of its right title and interests in and to:

- (a) The Assignor's Intellectual Property listed on Schedule I hereto;
- (b) the goodwill of the Assignor's Business connected with the use of, and as symbolized by, such Intellectual Property; and
- (c) all claims for damages by reason of past infringement thereof, whether arising prior to or subsequent to the date of this IP Assignment with the right to sue for, and collect the same, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, and in any other jurisdiction, subject to and in accordance with the Agreement and (ii) for its own use and benefit and for the

use and benefit of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this IP Agreement not been made.

Section 3. Plan of Restructure and Asset Transfer Agreement. The terms of the Agreement, including but not limited to the representations, warranties, covenants, agreements and indemnities of Assignor are incorporated herein by reference. The Assignor and the Assignee acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Agreement (and the limitation thereon) shall not be superseded hereby but shall remain in full force and effect. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern.

Section 4. Cooperation. The Assignor shall execute any documents, including assignments of any existing patent, copyright or trademark rights or other forms of protection (including, without limitation, assignments of trademark(s) and assignment of patent(s)), and provide any assistance as is reasonably necessary to transfer the Intellectual Property, including assistance (at the expense of the Assignee) necessary to prepare, file and prosecute a patent application or to effectuate a registration of a copyright or trademark in and of the Intellectual Property in the United States or elsewhere in the world, in the Assignee's name or the name of a third party, as directed by the Assignee. The Assignor shall provide such further assistance as is reasonably required for sustaining, reissuing or extending any patents or any letters patent based on any improvements to the Intellectual Property and shall provide testimony and evidence in cases of enforcement or interference, all at the expense of the Assignee.

Section 5. No Modification. This IP Assignment shall in no way modify, alter, amend, limit or expand the rights or obligations of any party as provided in the Agreement nor shall it be deemed to create any additional rights or obligations.

Section 6. Binding Effect. This IP Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

Section 7. Waivers and Amendments. This IP Assignment may be amended, superseded, cancelled, renewed or extended, and the terms hereof may be waived, only by a written instrument signed by each of the parties hereto, or, in the case of a waiver, by the party waiving its respective rights.

Section 8. No Third Party Beneficiaries. This IP Assignment is for the sole benefit of the parties hereto and is not intended to benefit any other person or entity.

Section 9. Governing Law. This IP Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to agreements made and to be performed entirely within the State of Delaware, without regard to the conflicts of law principals thereof.

Section 10. Headings. The headings of this IP Assignment are for reference only, and shall not affect the interpretation of this IP Assignment.

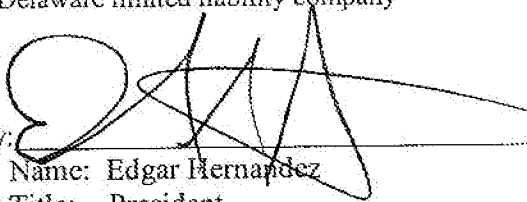
Section II. Counterparts. This instrument may be executed in several original counterparts, each of which shall be deemed to be an original, and all such counterparts shall together constitute one and same document.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment on the date first above written.

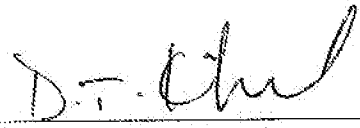
ASSIGNOR:

NORWOOD PROMOTIONAL PRODUCTS, LLC
a Delaware limited liability company

By: 
Name: Edgar Hernandez
Title: President

ASSIGNEE:

BIC CORPORATION
a Connecticut corporation

By: 
Name: David T. Kimball
Title: Vice President – Finance & Treasurer

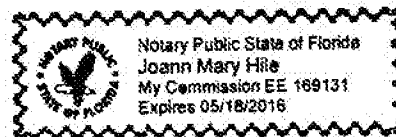
ACKNOWLEDGMENTS

STATE OF Florida)
) SS:
COUNTY OF Piellas)

On this 2nd day of Oct 2013, personally appeared Edgar Hernandez, signer and scaler of the foregoing instrument, personally known to me (or satisfactorily proven), who acknowledged that he, as President of Norwood Promotional Products, LLC, a Delaware limited liability company, is duly authorized to execute said instrument and further acknowledged the same to be his free act and deed as President of Norwood Promotional Products, LLC, a Delaware limited liability company, and the free act and deed of said company, before me, the undersigned officer.

Joann Mary Hile
Notary Public

My Commission Number: EE 169131
My Commission Expires: May 18, 2016



* * * * *

STATE OF Connecticut)
) SS: shelton
COUNTY OF Fairfield)

On this 5th day of October 2013, personally appeared David T. Kimball, signer and scaler of the foregoing instrument, personally known to me (or satisfactorily proven), who acknowledged that he, as Vice President – Finance & Treasurer of BIC Corporation, a Connecticut corporation, is duly authorized to execute said instrument and further acknowledged the same to be his or her free act and deed as the Vice President – Finance & Treasurer of BIC Corporation, a Connecticut corporation, and the free act and deed of said company, before me, the undersigned officer.

Heide A. Fries
Notary Public

My Commission Number: _____
My Commission Expires: _____

HEIDE A. FRIES
NOTARY PUBLIC
MY COMMISSION EXPIRES MAR. 31, 2014

SCHEDULE I

NORWOOD PROMOTIONAL PRODUCTS, LLC

Intellectual Property

[September 25, 2013-Version 5]

U.S. Patents

Description	App. No.	Filed	Patent No.	Issue Date	Expires	Norwood Product
BEVERAGE CONTAINER	29182205	05/21/2003	D488675	4/20/2004	04/20/2018	Maybe 45203
WALKING TOY FIGURE	29180917	05/01/2003	D498270	11/09/2004	11/09/2018	N/A
BEVERAGE HOLDER	29283952	08/28/2007	D590211	04/14/2009	04/14/2023	
BEVERAGE HOLDER	29295848	10/09/2007	D590212	04/14/2009	04/14/2023	
BEVERAGE HOLDER	29295850	10/09/2007	D589757	04/07/2009	04/07/2023	
BEVERAGE HOLDER	29295852	10/09/2007	D589758	04/07/2009	04/07/2023	
COIN PURSE KEYCHAIN	D/339226	06/26/2009	D609457	02/09/2010	02/09/2024	21026
WHEELED DUFFLE	29112926	10/26/1999	D434900	12/12/2000	12/12/2014	
DUFFLE BAG	29112927	10/26/1999	D440765	04/24/2001	04/24/2015	
BRIEF BAG	29112887	10/26/1999	D442368	05/22/2001	05/22/2015	
WRITING INSTRUMENT	29137988	03/05/2001	D450088	11/06/2001	11/06/2015	
WRITING INSTRUMENT	29138028	03/05/2001	D451548	12/04/2001	12/04/2015	
CD WALLET	29161734	06/03/2002	D471009	03/04/2003	03/04/2017	N/A
SINGLE COMPARTMENT INSULATED BAG	29159846	04/29/2002	D472431	04/01/2003	04/01/2017	N/A
DUAL COMPARTMENT INSULATED BAG	29159847	04/29/2002	D474649	05/20/2003	05/20/2017	N/A
NOTEPAD FOLDER	29161767	06/03/2002	D478623	08/19/2003	08/19/2017	N/A
BOTTLE HOLDER	29190740	09/25/2003	D495875	09/14/2004	09/14/2018	45067
TOTE BAG	D/194857	11/23/2003	D497050	10/12/2004	10/12/2018	N/A

PATENT