

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
HEARTHMARK, LLC	05/01/2017
BERNARDIN LTD.	05/01/2017

RECEIVING PARTY DATA

Name:	ROYAL OAK ENTERPRISES, LLC
Street Address:	1 ROYAL OAK AVENUE
City:	ROSWELL
State/Country:	GEORGIA
Postal Code:	30076

PROPERTY NUMBERS Total: 21

Property Type	Number
Patent Number:	D477748
Patent Number:	D475889
Patent Number:	D472765
Patent Number:	D490279
Patent Number:	5858036
Patent Number:	5958090
Patent Number:	5868804
Patent Number:	5910454
Patent Number:	6793697
Patent Number:	D477914
Patent Number:	D479043
Patent Number:	D479044
Patent Number:	D479045
Patent Number:	D473377
Patent Number:	D489444
Patent Number:	6132481
Patent Number:	6613109
Patent Number:	6113662
Patent Number:	6245119

PATENT

Property Type	Number
Patent Number:	6660051
Patent Number:	6666900

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	9244-2
NAME OF SUBMITTER:	BRENDAN P. MCFEELY
SIGNATURE:	/brendan p mcfeely/
DATE SIGNED:	05/23/2017

Total Attachments: 7

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PATENT ASSIGNMENT

This Patent Assignment (this “*Assignment*”) is entered into effective as of the 1st day of May, 2017 (the “*Effective Date*”) by and among Hearthmark, LLC, a Delaware limited liability company (“*Hearthmark*”), and Bernardin Ltd., a Canadian corporation (“*Bernardin*” and collectively, the “*Assignors*”) and Royal Oak Enterprises, LLC, a Delaware limited liability company (“*Assignee*”) (each a “*Party*,” and collectively the “*Parties*”). Unless otherwise indicated in this Assignment, capitalized terms used herein shall have the respective meanings ascribed to them in the Purchase Agreement (as defined herein).

WHEREAS, Newell Brands, Inc. (the “*Seller*”) and Assignee have entered into that certain Asset Purchase Agreement, dated as of April 9, 2017 (as amended, the “*Purchase Agreement*”); and

WHEREAS, the Purchase Agreement provides for, among other things, the sale, assignment, transfer and delivery to Assignee of all of Assignors’ respective right, title and interest in and to the certain patents set forth on Schedule A attached hereto (the “*Patents*”).

NOW, THEREFORE, for the consideration set forth in the Purchase Agreement:

1. Assignors hereby sell, assign, transfer and deliver to Assignee, free and clear of all Encumbrances (except for Permitted Encumbrances), all of their respective right, title and interest in and to the Patents, and Assignee hereby purchases, acquires and accepts from Assignors all of Assignors’ respective right, title and interest in and to the Patents.

2. This Assignment shall be binding upon, and shall inure to the benefit of and be enforceable by, the Parties hereto and their respective successors and permitted assigns. Except as otherwise provided for in the Purchase Agreement, no Party may assign its rights or obligations hereunder without the prior written consent of the other Parties.

3. Nothing contained herein is intended to or shall be construed to modify, alter, amend, interpret, supersede or otherwise change any of the terms, conditions, covenants, warranties, representations or other provisions of 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.

4. All notices, requests, demands and other communications under this Assignment will be in writing and will be deemed given to a Party when given in accordance with Section 13.6 of the Purchase Agreement; provided, that any notice properly given to Seller will also be deemed to have been properly delivered to the Assignors.

5. The interpretation and construction of this Assignment, and all matters relating to this Assignment, will be governed by the laws of the State of Delaware applicable to contracts made and to be performed entirely within the State of Delaware without giving effect to any conflict of law provisions thereof.

6. This Assignment may be executed in multiple original, PDF or facsimile counterparts, each of which will be deemed an original, and all of which taken together will be


considered one and the same agreement. In the event that any signature to this Assignment or any agreement or certificate delivered pursuant hereto, or any amendment thereof, is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature will create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof. No Party will raise the use of a facsimile machine or e-mail delivery of a “.pdf” format data file to deliver any such signature page or the fact that such signature was transmitted or communicated through the use of a facsimile machine or e-mail delivery of a “.pdf” format data file as a defense to the formation or enforceability of a contract and each Party forever waives any such defense.

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IN WITNESS WHEREOF, each Party hereto has caused this Assignment to be executed as of the Effective Date by its duly authorized officer.

ASSIGNORS:

HEARTHMARK, LLC

By: 
Name: Bradford R. Turner
Title: Chief Legal officer and Corporate Secretary

BERNARDIN LTD.

By: _____
Name:
Title:

ASSIGNEE:

ROYAL OAK ENTERPRISES, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, each Party hereto has caused this Assignment to be executed as of the Effective Date by its duly authorized officer.

ASSIGNORS:

HEARTHMARK, LLC

By: _____
Name:
Title:

BERNARDIN LTD.

By: *Amitabh Singh*
Name: ~~_____~~ Amitabh Singh
Title: SVP & Treasurer

ASSIGNEE:

ROYAL OAK ENTERPRISES, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, each Party hereto has caused this Assignment to be executed as of the Effective Date by its duly authorized officer.

ASSIGNORS:

HEARTHMARK, LLC

By: _____

Name:

Title:

BERNARDIN LTD.

By: _____

Name:

Title:

ASSIGNEE:

ROYAL OAK ENTERPRISES, LLC

By:  _____

Name: Desiree DeStefano

Title: VP

SCHEDULE A

Patent Title	Type	Country	Filed Date	App. No.	Issue Date	Pat. No.	Exp. Date	Owner
Multi-Purpose Lighter design	DES	USA	11/19/2002	29/171,242	7/29/2003	D477,748	7/29/2017	Hearthmark, LLC
Multi-Purpose Lighter design	DES	USA	6/5/2002	29/161,906	6/17/2003	D475,889	6/17/2017	Hearthmark, LLC
Multi-Purpose Lighter design	DES	USA	6/5/2002	29/161,947	4/8/2003	D472,765	4/8/2017	Hearthmark, LLC
Toothpick Dispenser	DES	USA	1/3/2003	29/173,613	5/25/2004	D490,279	5/25/2018	Hearthmark, LLC
ARTIFICIAL FIRE LOG	UTL	USA	5/28/1997	08/864,577	1/12/1999	5,858,036	5/28/2017	Hearthmark, LLC
ARTIFICIAL FIRE LOG WITH AN EASILY EXPOSED ROUGH IGNITABLE AREA	UTL	USA	5/20/1998	09/082,023	9/28/1999	5,958,090	5/20/2018	Hearthmark, LLC
ARTIFICIAL FIRELOG WITH NATURAL WOOD SOUND	UTL	USA	2/4/1998	09/018,398	2/9/1999	5,868,804	2/4/2018	Hearthmark, LLC
Coffee Sawdust Based Solid Fuel Composition	UTL	CANADA	3/21/2002	2,378,098	7/13/2010	2,378,098	3/21/2022	Bernardin Ltd.
COFFEE-BASED SOLID FUEL COMPOSITION	UTL	USA	5/29/1998	09/086,797	6/8/1999	5,910,454	5/29/2018	Hearthmark, LLC
COFFEE-SAWDUST-BASED SOLID FUEL COMPOSITION	UTL	IRELAND	3/20/2002	02252018.3	6/20/2007	1245663	3/20/2022	Hearthmark, LLC
COFFEE-SAWDUST-BASED SOLID FUEL COMPOSITION	UTL	UK	3/20/2002	02252018.3	6/20/2007	1245663	3/20/2022	Hearthmark, LLC
COFFEE-SAWDUST-BASED SOLID FUEL COMPOSITION	UTL	USA	3/20/2002	10/100,984	9/21/2004	6,793,697	3/20/2022 PLUS 85 PTA DAYS	Hearthmark, LLC
Container for Bulk Packaging of Firelog	DES	USA	11/15/2002	29/171,101	8/5/2003	D477,914	8/5/2017	Hearthmark, LLC
Container for Bulk Packaging of Firelog	DES	USA	11/15/2002	29/171,050	9/2/2003	D479,043	9/2/2017	Hearthmark, LLC
Container for Bulk Packaging of Firelog	DES	USA	11/15/2002	29/171,077	9/2/2003	D479,044	9/2/2017	Hearthmark, LLC
Container for Bulk Packaging of Firelog	DES	USA	11/15/2002	29/171,078	9/2/2003	D479,045	9/2/2017	Hearthmark, LLC
Container for Bulk Packaging of Firelogs	DES	USA	9/7/2001	29/147,889	4/22/2003	D473,377	4/22/2017	Hearthmark, LLC
FIRELOG GRATE FOR RETAINING FIRE STARTERS	DES	USA	3/3/2003	29/177,025	5/4/2004	D489,444	5/4/2018	Hearthmark, LLC
Firelog Wrapper	UTL	USA	4/12/1999	09/290,788	10/17/2000	6,132,481	4/12/2019	Hearthmark, LLC

Patent Title	Type	Country	Filed Date	App. No.	Issue Date	Pat. No.	Exp. Date	Owner
PROCESS FOR MANUFACTURING ARTIFICIAL FIRELOGS	UTL	USA	9/18/2001	09/955,014	9/2/2003	6,613,109	4/28/2019	Hearthmark, LLC
Processed Solid Burnable Fuel Composition	UTL	CANADA	5/28/1999	2,273,321	2/17/2004	2,273,321	5/28/2019	Bernardin Ltd.
PROCESSED SOLID BURNABLE FUEL COMPOSITION (COFFEE-BASED SOLID FUEL COMPOSITION)	UTL	USA	5/28/1999	09/321,925	9/5/2000	6,113,662	5/29/2018	Hearthmark, LLC
SCENTED FIRELOG	UTL	USA	6/9/1999	09/328,950	6/12/2001	6,245,119	6/9/2019	Hearthmark, LLC
SCENTED FIRELOG	UTL	USA	7/11/2001	09/903,105	12/9/2003	6,660,051	6/9/2019	Hearthmark, LLC
SCENTED FIRELOG	UTL	USA	1/22/2001	09/765,908	12/23/2003	6,666,900	6/9/2019 US 339 PTA DAYS	Hearthmark, LLC