

ASSIGNMENT OF TRADEMARKS

WHEREAS, EKCO Housewares, Inc., a Delaware corporation, with a place of business at 9234 W. Belmont Avenue, Franklin Park, Illinois 60131-2808 ("Assignor") is the owner of all right, title, and interest in, and has used the trademarks listed on Schedule A attached hereto and incorporated herein by this reference, (the "Trademarks"); and

WHEREAS, The Lassen Companies, Inc., a Delaware corporation, with a place of business at 3345 Michaelson Drive, Suite 250, Irvine, California 92612-0650 ("Assignee"), is desirous of acquiring any and all rights that Assignor may have in and to the Trademarks, together with the goodwill of the business in connection with which the trademarks are used and which is symbolized by the Trademarks, along with the right to recover for damages and profits for past infringements thereof;

NOW THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title, and interest, including all common law rights, in the United States and all other countries and jurisdictions throughout the world, in and to the Trademarks and the registrations and renewals therefore together, with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks along with the right to recover for damages and profits for past infringements thereof;

Assignor agrees to execute and deliver at the request of the Assignee, and/or its designee, or successor in business, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignor may require in order to vest all of Assignor's rights, title, and interest in and to the Trademarks in the Assignee, and to provide evidence to support any of the forgoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

Assignor represents and warrants that it is the owner of the Trademarks, free and clear of any lien or encumbrance, and that there is no present license or grant of the Trademarks to any third party, other than Assignee.

IN WITNESS WHEREOF, Assignor has caused this Assignment of Trademarks to be executed by its duly authorized officer or representative on the date indicated below.

EKCO HOUSEWARES, INC.

Authorized Signatory: *Colleen K. Nissl*
Name: Colleen K. Nissl
Date: 9/25/00

On this 25th day of September, 2000, before me *Sondra J. Shelton*, a Notary Public in and for the State of Ohio, personally appeared *Colleen K. Nissl*, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Sondra J. Shelton
Notary Public
SONDRA J. SHELTON
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES SEPT. 30, 2001

SCHEDULE A

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>REGISTRATION NO.</u>
POWER SWEEP	United States	2,136,959
JUMBO ROLLER	United States	2,124,550
JUMBO SEALANT TRAY	United States	2,124,549