10-20-2000



U.S. Department of Commerce

RECORI 1-18-11

Poten	and Trademork Office

1 9-20-00	01493422 PaterNand Trademark Office
To the Honorable Commissioner of Patents and Trademarks:	: Please record the attached offsman documents or copy thereof:
Name and address of conveying party(ies):	2. Name and address of receiving party(ies):
Name: EKCO Housewares, Inc. Address: 9234 W. Belmont Ave Chicago, Ill. 60131	Name: The Lassen Companies, Inc. Address: 3345 Michaelson Drive, Suite 250 Irvine, California 92612-0650
Individual Association General Partnership Limited Partnership Other: Additional name(s) of conveying party(ies) attached? Yes X No	Individual(s) citizenship: Association:General Partnership:Limited Partnership:X_ Corporation, State of
3. Nature of Conveyance:	
Security Agreement Cha	rger ange of Name er:
Execution Date: 9/25/2000	
4. Application Number(s) or Registration Number(s):	B. Trademark Registration Number(s):
A. Trademark Application Number(s).	2,136,959 2,124,550
Additional numbers attached? Yes No	2,124,549 Additional numbers attached? Yes X No
Name and address of party to whom correspondence concerning this document should be mailed:	6. Total applications and registrations involved: 3
Name: <u>Barbara Friedman</u>	7. Total fee (37 C.F.R. § 3.41) \$40.00 1st mark; \$25 each subsequent mark: \$90.00
Address: McCutchen, Doyle, Brown & Enersen Three Embarcadero Center San Francisco, California 94111	Enclosed Authorized to be charged to deposit account. X The Commissioner is authorized to charge underpayment of any fees or credit any overpayment to deposit Accound Number 50-0664.
	8. Deposit Account Number: 50-0664
DO NOT US	SE THIS SPACE
9. Statement and signature. To the best of my knowledge and belief, the foregoing information of the original document.	
Barbara Friedman Name Signature	ubara drul 9-27.00
DO DBYRNE 00000068 2136959 Total number o	of pages including cover sheet, attachments and document:
	atents and Trademarks

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.

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TRADEMARK REEL: 002157 FRAME: 0899 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.

Authoriz	ed Signatory:		+1	11.0
Aumonz				
Name: _	Colleen	K. Niss	1	
Date:	9/25/0	0		

On this 15th day of Symbols, 2000, before me Sondry Public in and for the State of Ohio, personally appeared follows. Nicola, 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.

SONDERÁ J. SHELTON NOTARY PUBLIC, STATE OF OHIO MY COMMISSION EXPIRES SEPT. 30. 2001

SCHEDULE A

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

TRADEMARK
REEL: 002157 FRAME: 0901