

03-29-2002



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

T U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102036225

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): ALLTRISTA CORPORATION 3-18-02
Individual(s) Association General Partnership Limited Partnership Corporation-State Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: WILBERT, INC. Internal Address: Street Address: 2913 Gardner Road City: Broadview State: IL Zip: 60155
Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Illinois Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other
Execution Date: 03/01/02

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 75/723,429 B. Trademark Registration No.(s) 1,433,917 1,954,902
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Kyle L. Elliott Internal Address: BLACKWELL SANDERS PEPPER MARTIN LLP Suite 1000 Street Address: 2300 Main Street City: Kansas City State: MO Zip: 64108

6. Total number of applications and registrations involved: 17
7. Total fee (37 CFR 3.41): \$ 440.00 Enclosed Authorized to be charged to deposit account
8. Deposit account number: 11-0160

OFFICE OF PUBLIC RECORDS 2002 MAR 18 AM 10:27 FINANCE SECTION

DO NOT USE THIS SPACE

9. Signature. Kyle L. Elliott Name of Person Signing Signature Date 3-8-02
Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

03/28/2002 6TON11 00000199 110160 75723429
01 FC:461 40.00 CH
02 FC:482 400.00 CH

TRADEMARK REEL: 002471 FRAME: 0540

Continuation of 4(B):

2,029,260  
2,034,169  
2,048,764  
2,100,074  
1,775,242  
2,301,636  
1,327,045  
1,327,046  
1,317,025  
2,021,276  
1,932,297  
1,964,552  
1,926,678  
1,967,292

A handwritten signature in black ink, appearing to be the initials 'JH' with a stylized flourish extending from the bottom right.

## TRADEMARK AND SERVICE MARK ASSIGNMENT

WHEREAS, ALLTRISTA CORPORATION, a Indiana corporation, hereinafter referred to as Assignor, having its principal office and place of business at 555 Theodore Fremd Avenue, Suite B302, Rye, New York 10580, has agreed to transfer its entire right, title, and interest in and to the United States trademarks and service marks listed on the attached Exhibit A, and to the non-United States Trademarks and Service Mark Registrations listed on the attached Exhibit B (“Trademark and Service Mark Rights”) pursuant to that certain Asset Purchase Agreement (the “Purchase Agreement”) dated as of October 15, 2001 by and between Assignor and Wilbert, Inc., an Illinois corporation, hereinafter referred to Assignee.

WHEREAS, Assignee, having its principal office and place of business at 2913 Gardner Road, Broadview, Illinois 60155, desires to acquire Assignor’s entire right, title, and interest in and to the Trademark and Service Mark Rights pursuant to the Purchase Agreement.

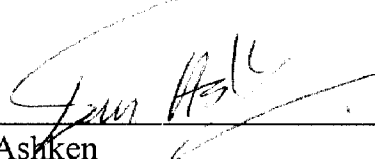
NOW, THEREFORE, for and in view of the consideration exchanged in the Asset Purchase Agreement, receipt of which is hereby acknowledged, Assignor hereby sells, assigns, transfers, and sets over unto Assignee, its successors and assigns, its entire right, title, and interest in and to the Trademark and Service Mark Rights, together with that portion of the good will of the business of Assignor connected with the use of and symbolized by the trademarks and service marks included in the Trademark and Service Mark Rights and the know how associated with and necessary to control the nature and quality of the goods and services associated with the Trademark and Service Mark Rights, and all causes of action, past, present, and future for infringement of the Trademark and Service Mark Rights.

Upon request, Assignor agrees to promptly execute and deliver any and all additional and further instruments as may be necessary to effect, record, and implement this Assignment.

Assignor further covenants and agrees that it will, at any time upon request and at Assignee's expense, execute and deliver any and all documents that may be necessary or desirable to perfect the title to the Trademark Rights in Assignee, its successors, and assigns and that it will, at any time upon request, communicate to Assignee, its successors, and assigns such facts relating to the Trademark and Service Mark Rights or the history thereof as may be known to it.

IN WITNESS WHEREOF, Assignor has executed this Trademark and Service Mark Assignment as of March, 2002.

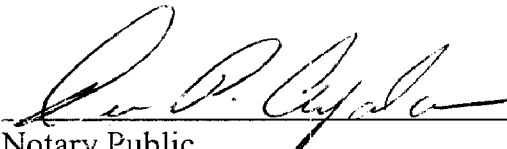
ALLTRISTA CORPORATION

  
\_\_\_\_\_  
Ian G. H. Ashken  
Secretary

STATE OF NEW YORK            )  
  ) ss.  
COUNTY OF WESTCHESTER    )

On this 1 day of March, 2002, before me, the undersigned, a Notary Public within and for the County and State aforesaid, personally appeared Ian G.H. Ashken to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

In Witness Whereof, I have hereunto attached my hand and notarial seal, at the County and State aforesaid on the day and year last above written.

  
\_\_\_\_\_  
Notary Public

HELEN P. AYALA  
Notary Public, State of New York  
No. 01AY5029632  
Qualified in Westchester County  
Commission Expires June 27, 2002

My Commission Expires:  
JUNE 27, 2002

**EXHIBIT A**U.S. TRADEMARK/SERVICE MARK  
REGISTRATIONS/APPLICATIONS

<i>TRADEMARK</i>	<i>REGISTRATION (APPLICATION) NO.</i>	<i>REGISTRATION (APPLICATION) DATE</i>
BIG PAK	1,433,917	03/24/1987
DC	1,954,902	02/06/1996
EVER-LOK	2,029,260	01/07/1997
MANY HAPPY RETURNS	2,034,169	01/28/1997
OUT-N-BACK PAK and Kangaroo	2,048,764	04/01/1997
RAKABL-PAK	2,100,074	09/23/1997
RE-CY	1,775,242	06/08/1993
THE PLASTICS PEOPLE	2,301,636	12/21/1999
WATER BOY	1,327,045	03/26/1985
WATERBOY and Design	1,327,046	03/26/1985
WEIGHTLIFTER	1,317,025	01/29/1985
WOLF-PAK	2,021,276	12/03/1996
TRIENDA and Design	1,932,297	10/31/1995
TRIENDA and Design	1,964,552	03/26/1996
TRIENDA	1,926,678	10/10/1995
TRIENDA	1,967,292	04/09/1996
SHOCKWAVE	(75/723,429)	Abandoned

**EXHIBIT B**

## FOREIGN TRADEMARK/SERVICE MARK REGISTRATIONS

<i>COUNTRY</i>	<i>TRADEMARK</i>	<i>REGISTRATION (APPLICATION) NO.</i>	<i>REGISTRATION (APPLICATION) DATE</i>
Brazil	TRIENDA	820421529	Abandoned
Brazil	BIG PAK BY BIGELOW	811862623	03/25/1986
Benelux	BIG PAK	396,355	07/06/1984
Canada	BIG PAK	314070	05/09/1986
Switzerland	BIG PAK BY BIGELOW	331,256	05/24/1984
China	BIG PAK	1452956	10/06/2000
Columbia	BIG PAK	121686	06/08/1988
Germany	BIG PAK BY BIGELOW	1098371	10/29/1986
Egypt	BIG PAK	83,397	05/18/1996
European Union (CTM)	TRIENDA	635086	05/18/1999
United Kingdom	BIG PAK BY BIGELOW	1,235,394	02/08/1985
Guatemala	BIG PAK BY BIGELOW	093618	04/06/1999
Hong Kong	BIG PAK BY BIGELOW	B2811/1989	02/24/1988
Indonesia	BIG PAK	211,173	11/19/1986
Italy	BIG PAK	458,504	12/09/1986
Japan	BIG PAK	1,887,660	09/29/1986
Japan	BIG PAK	2,009,747	12/18/1987
South Korea	BIG PAK	105481	09/29/1984
Mexico	BIG PAK	306,351	04/01/1985
Malaysia	BIG PAK	(85/04485)	(10/16/1985)
Philippines	BIG PAK	4-1996-109139	02/21/2000
Sweden	BIG PAK BY BIGELOW	204,365	02/13/1987
Thailand	BIG PAK	Kor41968	01/14/1986
Taiwan	BIG PAK	745371	01/16/1997
Venezuela	BIG PAK	9234	Abandoned
Venezuela	BIG PAK BY BIGELOW	128,877	03/25/1987
South Africa	BIG PAK	83/8262	11/14/1983