

06-04-2002



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

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

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

5-28-02

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 05/10/2002

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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 78/046,123

B. Trademark Registration No.(s)

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: Suite 1200

BLACKWELL SANDERS PEPPER MARTIN LLP

40 Corporate Woods

Street Address: 9401 Indian Creek Parkway

City: Overland Park State: KS Zip: 66210

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

11-0160

DO NOT USE THIS SPACE

9. Signature.

Kyle L. Elliott

Name of Person Signing

Kyle L. Elliott

Signature

5-15-02

Date

Total number of pages including cover sheet, attachments, and document: 3

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

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TRADEMARK REEL: 002517 FRAME: 0246

TRADEMARK ASSIGNMENT

WHEREAS, ALLTRISTA CORPORATION, a Indiana corporation, hereinafter referred to as Assignor, having its principal office and place of business at 555 Theodorc Fremd Avenue, Suite B302, Rye, New York 10580, 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, has transferred its entire right, title, and interest in and to certain United States Trademark and Service Mark rights listed on Schedule 2.1(l) of that Purchase Agreement.

WHEREAS Assignor hereby agrees to assign any and all rights in United States Trademark Application No. 78/046,123 filed February 1, 2001, that was inadvertently left off the original Schedule 2.1(l) of the Purchase Agreement and which is used and was intended to be used with the assets transferred by the Purchase Agreement, to the extent possible, as part of the portion of the business to which the marks listed on the original Schedule 2.1(l) pertain as required by 15 U.S.C. §1060; and

WHEREAS, Assignee, the successor of the portion of the ongoing and existing business of ALLTRISTA CORPORATION to which the mark pertains, 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 Application No. 78/046,123 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 Application No. 78/046,123, together with the know how associated with and necessary to control the nature and quality of the goods and services associated with the mark, and all causes of action, past, present, and future for infringement of Application No. 78/046,123.

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

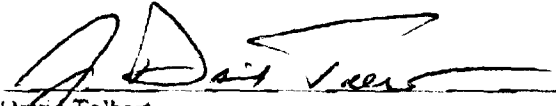
QP 276956-1

to the above-identified application to 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 Application No 78/046,123 or the history thereof as may be known to it

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of

May 10, 2002.

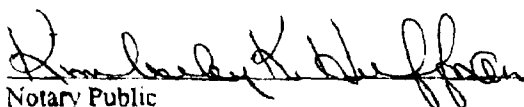
ALLTRISTA CORPORATION


J. David Tolbert
Vice President

STATE OF INDIANA)
) ss.
COUNTY OF Blackford)

On this 10 day of MAY, 2002, before me, the undersigned, a Notary Public within and for the County and State aforesaid, personally appeared J. David Tolbert 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

My Commission Expires:

March 15, 2006