

9-13-02

09-16-2002

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SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

⑤

Customer No. 23910

102202232

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

1. Name of conveying party(ies):

Tilia International, Inc.

- Individual(s)       General Partnership
- Limited Partnership       Other \_\_\_\_\_
- Cook Islands corporation

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

2. Name and address of receiving party(ies):

Name: Alltrista Acquisition III, Inc.

Address: 555 Theodore Fremd Avenue, Suite B-302  
Rye, NY 10580

- Individual(s)/Citizenship \_\_\_\_\_
- General Partnership
- Limited Partnership
- Corporation - State of Delaware
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designation 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: April 24, 2002

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

A. Trademark Application No(s):

(SEE ATTACHED SCHEDULE A)

B. Trademark Registration No(s):

2,527,390

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Sheldon R. Meyer

Address: Fliesler Dubb Meyer & Lovejoy LLP

Four Embarcadero Center, Fourth Floor

San Francisco, CA 94111

Telephone: (415) 362-3800

6. Total Number of applications and registrations involved: 31

(\$40 first mark per document; \$25 second and subsequent marks in same document.)

*Expelire \$12,000*

7. Total fee (37 CFR 3.41).....\$ 710.00

Check Enclosed

8.  Authorization is given to charge any additional fees or credit any overpayment to Deposit Account No. 06-1325. (A duplicate copy of this authorization is not enclosed.)

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

09/16/2002 TPIAZ1 00000086 2527390

01 FC:485  
02 FC:481  
03 FC:482

Sheldon R. Meyer 120.00 OP  
Attorney or Agent 40.00 OP  
Reg. No. 27,660 750.00 OP

Signature

9/12/02  
Date

10. Total number of pages to be recorded: 13 (1-page cover sheet and 12 -page document).

**SCHEDULE A**

U.S. "TILIA" Registered Trademark No. 2,527,390

U.S. "FRESHSAVER" Registered Trademark No. 2,117,266

U.S. "SAVERMATE" Registered Trademark No. 2,054,185

U.S. "FOODSAVER (AND DESIGN)" Registered Trademark No. 2,039,276

U.S. "VACUTOP" Registered Trademark No. 1,975,360

U.S. "VACUSAVE (STYLIZED)" Registered Trademark No. 1, 523,201

U.S. "FOODSAVER (STYLIZED)" Registered Trademark No. 1,422,539

U.S. "VACLOC" Registered Trademark No. 2,073,170

U.S. "FRESHSAVER" Trademark Application No. 76/331,804

U.S. "FRESHSAVER" Trademark Application No. 76/356,619

U.S. "GAMESAVER" Trademark Application No. 75/660,552

U.S. "BAG VAC" Trademark Application No. 75/568,601

U.S. "ULTRACHEF" Trademark Application No. 76/015,299

U.S. "CHEFMAKER" Trademark Application No. 76/291,532

U.S. "CHEFMAKER" Trademark Application No. 76/331,422

U.S. "CHEFMAKER" Trademark Application No. 76/197,987

U.S. "FOODSAVER" Trademark Application No. 76/091,453

U.S. "FOODSAVER" Trademark Application No. 76/273,810

U.S. "TILIA" Trademark Application No. 76/152,560

U.S. "TILIA" Trademark Application 76/308,562

U.S. "ORIGINAL HOME VACUUM PACKAGING SYSTEM" Trademark Application No. 76/091,439

U.S. "THE ULTIMATE VACUUM PACKAGING SYSTEM" Trademark Application No. 76/378,914

U.S. "DEMODIRECT" Trademark Application No. 76/106,259

U.S. "SPICESHEETS" Trademark Application No. 76/106,258

U.S. "SPICESHEETS" Trademark Application No. 76/255,325

U.S. "SPICESHEETS" Trademark Application No. 76/302,163

U.S. "FOODSAVER" (stylized) Trademark Application No. 76/282,699

U.S. "VORTEX LOGO" Trademark Application No. 76/309,817

U.S. "FOODSAVER CENTER" Trademark Application No. 76/319,432

U.S. "THE ALL-IN-ONE KITCHEN SOLUTION: FOOD PROCESSOR/MIXER/BLENDER"  
Trademark Application No. 76/357,072

U.S. "CHEF MAKER" Trademark Application No. 75/934,664

srm/tila/0-assignments/ustrademarks.scheduleA.doc

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS ("Agreement") is made and entered into as of this 24<sup>th</sup> day of April, 2002, by and between ALLTRISTA ACQUISITION III, INC., a Delaware corporation ("Assignee"), and TILIA INTERNATIONAL, INC., a Cook Islands corporation ("Assignor").

WITNESSETH:

WHEREAS, Alltrista Corporation, a Delaware corporation and parent of the Assignee, and Assignor, among others, are parties to that certain Asset Purchase Agreement, dated as of March 27, 2002 (the "Purchase Agreement"; capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in the Purchase Agreement); and

WHEREAS, Assignee and Assignor now desire to carry out the intent and purpose of the Purchase Agreement by the execution and delivery to Assignee of this instrument evidencing the sale, transfer and assignment to Assignee of all right, title and interest in and to the trademarks and applications and registrations therefore set forth on Schedule A hereto (the "Marks").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto enter into this agreement as follows:

1. Assignment of Rights. Assignor hereby sells, transfers and assigns to Assignee and Assignee's successors and assigns all right, title and interest throughout the world (excluding Canada) in, to and under the Marks, including without limitation all goodwill associated therewith and the business symbolized thereby, all common law rights thereto, all registrations that have been or may be granted thereon and (excluding Canada), all applications for registration thereof, all records and files relating to the Marks and all foreign counterparts thereof (excluding Canada), together with the right to sue and recover damages and bring other actions for future or past infringements thereof and for other causes of action relating thereto and to fully and entirely stand in the place of Assignor in all matters related thereto.

2. General Provisions.

(a) In the event that any provision of this Agreement shall be construed to conflict with a provision of the Purchase Agreement, the provision in the Purchase Agreement shall be deemed controlling.

(b) This Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Delaware (without giving effect to the principles of conflicts of laws thereof). The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, the federal and state courts of the State of Delaware located in Wilmington, Delaware.

(c) This Agreement may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto.

(d) The failure of any party to enforce any terms or provisions of this Assignment will not waive any rights under such terms and provisions.

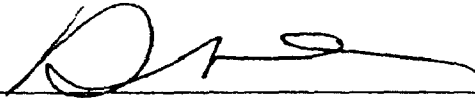
(e) This Agreement shall bind and shall inure to the benefit of the respective parties and their assigns, transferees and successors.

(f) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

ALLTRISTA ACQUISITION III, INC.

By:   
Name: Desiree DeStefano  
Title: Vice President

TILIA INTERNATIONAL, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[ASSIGNMENT OF TRADEMARKS - ACQ. III]

STATE OF New York )  
 ) SS:  
COUNTY OF New York )

On this 24<sup>th</sup> day of April, 2002, before me personally appeared Dennis DeStefano, to me personally known, who, being duly sworn, did say that he is the Vice President of Alltrista Acquisition III, Inc. and that he duly executed the foregoing instrument for and on behalf of Alltrista Acquisition III, Inc., being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this 24<sup>th</sup> day of April, 2002.

Maria Venanzi  
Notary Public  
MARIA VENANZI  
Notary Public, State of New York  
No. 01VE0048945  
Qualified in New York County  
Commission Expires June 12, 2002

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of April, 2002, before me personally appeared \_\_\_\_\_, to me personally known, who, being duly sworn, did say that he is the \_\_\_\_\_ of Tilia International, Inc. and that he duly executed the foregoing instrument for and on behalf of Tilia International, Inc., being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this \_\_\_\_\_ day of April, 2002.

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

[ASSIGNMENT OF TRADEMARKS - ACQ. III]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

ALLTRISTA ACQUISITION III, INC.

By: \_\_\_\_\_  
Name:  
Title:

TILIA INTERNATIONAL, INC. *by* CORPORATE DIRECTORS LIMITED  
Director

By: *L. Corvett*  
Name: *LEANNE CORVETTE*  
Title: *AUTHORIZED SIGNATORY*

[ASSIGNMENT OF TRADEMARKS - ACQ. III]



STATE OF )  
 ) SS:  
COUNTY OF )

On this \_\_\_\_ day of April, 2002, before me personally appeared \_\_\_\_\_, to me personally known, who, being duly sworn, did say that he is the \_\_\_\_\_ of Alltrista Acquisition III, Inc. and that he duly executed the foregoing instrument for and on behalf of Alltrista Acquisition III, Inc., being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this \_\_\_\_ day of April, 2002.

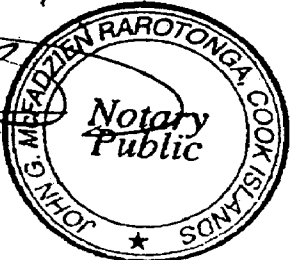
\_\_\_\_\_  
Notary Public

STATE OF )  
 ) SS:  
COUNTY OF )

On this 24<sup>th</sup> day of April, 2002, before me personally appeared Leanne Corvette, to me personally known, who, being duly sworn, did say that she is the Authorised Signatory of Tilia International, Inc. and that she duly executed the foregoing instrument for and on behalf of Tilia International, Inc., being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this 24<sup>th</sup> day of April, 2002.

*[Handwritten Signature]*  
Notary Public



[ASSIGNMENT OF TRADEMARKS - ACQ. III]

**SCHEDULE A**

U.S. "TILIA" Registered Trademark No. 2,527,390

U.S. "FRESHSAVER" Registered Trademark No. 2,117,266

U.S. "SAVERMATE" Registered Trademark No. 2,054,185

U.S. "FOODSAVER (AND DESIGN)" Registered Trademark No. 2,039,276

U.S. "VACUTOP" Registered Trademark No. 1,975,360

U.S. "VACUSAVE (STYLIZED) Registered Trademark No. 1, 523,201

European "VACUSAVE (STYLIZED) Registered Trademark No. 198085

U.S. "FOODSAVER (STYLIZED) Registered Trademark No. 1,422,539

U.S. "VACLOC" Registered Trademark No. 2,073,170

Japanese "VACLOC" Trademark Application No. 2001-052959

U.S. "FRESHSAVER" Trademark Application No. 76/331,804

U.S. "FRESHSAVER" Trademark Application No. 76/356,619

U.S. "GAMESAVER" Trademark Application No. 75/660,552

U.S. "BAG VAC" Trademark Application No. 75/568,601

U.S. "ULTRACHEF" Trademark Application No. 76/015,299

U.S. "CHEFMAKER" Trademark Application No. 76/291,532

U.S. "CHEFMAKER" Trademark Application No. 76/331,422

U.S. "CHEFMAKER" Trademark Application No. 76/197,987

Chinese "CHEFMAKER" Trademark Application No. 2001127953

European Community "CHEFMAKER" Trademark Application No. 002316198

Japanese "CHEFMAKER" Trademark Application No. 2001066738

Korean "CHEFMAKER" Trademark Application No. 40-2001-0032245

Mexican "CHEFMAKER" Trademark Registration No. 724010

Taiwanese "CHEFMAKER" Trademark Application No. 90029815

U.S. "FOODSAVER" Trademark Application No. 76/091,453

European Community "FOODSAVER" Trademark Application Nos. 2062735 and 2480226

Mexican "FOODSAVER" Trademark Application Nos. 510255 and 520736 and Registration No. 717707

Chinese "FOODSAVER" Trademark Application Nos. 2001011054 and 2001011055

Korean "FOODSAVER" Trademark Application No. 40-2001-0002117

Taiwanese "FOODSAVER" Trademark Application Nos. 90001540, 900021744, and 900021745

Israel "FOODSAVER" Trademark Application No. 153416

South African "FOODSAVER" Trademark Application No. 2001/19909

U.S. "FOODSAVER" Trademark Application No. 76/273,810

U.S. "TILIA" Trademark Application No. 76/152,560

Australian "TILIA" Trademark Registration No. 871787

Chinese "TILIA" Trademark Application Nos. 2001054449, 2001054450 and 2001054451

European Community "TILIA" Trademark Application No. 002182905

Japanese "TILIA" Trademark Application No. 2001-035567

Korean "TILIA" Trademark Application No. 18714/2001

Mexican "TILIA" Trademark Registration Nos. 709079 and 709080 and Application No. 481.385

Taiwanese "TILIA" Trademark Application Nos. 90014191, 90014192 and 90014976

U.S. "TILIA" Trademark Application 76/308,562

U.S. "ORIGINAL HOME VACUUM PACKAGING SYSTEM" Trademark Application No. 76/091,439

U.S. "THE ULTIMATE VACUUM PACKAGING SYSTEM" Trademark Application No. 76/378,914

U.S. "DEMODIRECT" Trademark Application No. 76/106,259

U.S. "SPICESHEETS" Trademark Application No. 76/106,258

U.S. "SPICESHEETS" Trademark Application No. 76/255,325

U.S. "SPICESHEETS" Trademark Application No. 76/302,163

Australian "FOODSAVER" Trademark Application Nos. 859204 and 895520

Chinese "FOODSAVER" Trademark Registration Nos. 1724958 and 1725880

Israel "FOODSAVER" Trademark Application Nos. 153419 and 153420

Japanese "FOODSAVER" Trademark Application No. 2000/130982

Korean "FOODSAVER" Trademark Application No. 40-2000-0056023

Malaysian "FOODSAVER" Trademark Applications No. 2000-17657 and 2000-17658

New Zealand "FOODSAVER" (stylized) Trademark Application Nos. 628311, 628312 and 648939

Singapore "FOODSAVER" Trademark Applications Nos. T00/21039E and T00/210401

Taiwanese "FOODSAVER" Trademark Application No. 89069911

South African "FOODSAVER" Trademark Application Nos. 2001/19910 and 2001/19908

U.S. "FOODSAVER" (stylized) Trademark Application No. 76/282,699

Australian "FOODSAVER" Trademark Application No. 895519

Israel "FOODSAVER" Trademark Application Nos. 153417 and 153418

New Zealand "FOODSAVER" (stylized) Trademark Application No. 648940

South African "FOODSAVER" Trademark Application Nos. 2001/19911 and 2001/19912

U.S. "VORTEX LOGO" Trademark Application No. 76/309,817

U.S. "FOODSAVER CENTER" Trademark Application No. 76/319,432

U.S. "THE ALL-IN-ONE KITCHEN SOLUTION: FOOD PROCESSOR/MIXER/BLENDER"  
Trademark Application No. 76/357,072

U.S. "CHEF MAKER" Trademark Application No. 75/934,664

Taiwanese "CHEF MAKER" Trademark Application No. 89051054

Taiwanese "FOODSAVER" Trademark Application No. 89069912

Chinese "CHEF MAKER" Trademark Application No. 2001014981

Taiwanese "CHEF MAKER" Trademark Application 90001536

Mexican "CHEF MAKER" Trademark Registration No. 694174

European Community "FOODSAVER" Trademark Application No. 198101

European Community "FRESHSAVER" Trademark Application No. 198069

Japanese "CHEF MAKER" Trademark Application No. 2000-096913

Mexican "FOODSAVER" Trademark Application No. 466730

Mexican "CHEF MAKER" Trademark Registration No. 683,252

Chinese "FOODSAVER" Trademark Registration No. 1776148

Chinese "CHEF MAKER" Trademark Registration No. 1726034

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