

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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):

Piant Solutions Corporation  
1475 Woodfield Road, Ste. 700  
Schaumburg, IL 60173

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Utah
- 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: Feb. 11, 2003

2. Name and address of receiving party(ies)

Name: The Glad Products Company

Internal Address:

Street Address: 1221 Broadway

City: Oakland State: CA Zip: 94612

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  N/A  
(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)

B. Trademark Registration No.(s)

1,034,867 (PRESS 'N SEAL)

Additional number(s) attached  Yes  No

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

Name: Barbara Ellen

Internal Address:

The Clorox Company

Street Address: 1221 Broadway

City: Oakland State: CA Zip: 94612

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41).....\$ 40<sup>00</sup>

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

032270

DO NOT USE THIS SPACE

9. Signature.

Barbara Ellen

Name of Person Signing

Barbara Ellen

Signature

Feb. 27, 2003

Date

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

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

ASSIGNMENT OF TRADEMARK AND GOODWILL

WHEREAS, PLIANT SOLUTIONS CORPORATION, a corporation organized under the laws of the State of Utah, United States of America, located at 1475 Woodfield Road, Suite 700, Schaumburg, Illinois 60173, United States of America, hereinafter referred to as PLIANT, is the sole and exclusive owner of the United States and Canadian trademarks and trademark registrations indicated on Exhibit A hereto, and of the goodwill of the business carried on by it in connection with said trademark; and,

WHEREAS, THE GLAD PRODUCTS COMPANY, a corporation organized under the laws of the State of Delaware, United States of America, located at 1221 Broadway, Oakland, California 94612, United States of America, hereinafter GLAD, is desirous of acquiring said trademarks, together with the goodwill of the business heretofore carried on by PLIANT in connection with the trademarks.

NOW, THEREFORE, in consideration of good and valuable consideration, receipt of which is hereby acknowledged:

1. PLIANT hereby sells, assigns and transfers to GLAD, its successors, assigns and other legal representatives, the entire right, title and interest in and to said trademarks and registrations and the goodwill of the business heretofore carried on by PLIANT in connection with said trademarks and registrations, together with all claims, demands and causes of action for the past infringement of any or all said trademarks and trademark registrations or for unfair competition in business in connection therewith wheresoever or by whomsoever committed; the same to be held and enjoyed by GLAD, its successors, assigns or other legal representatives as fully and entirely as the same would or could have been held and enjoyed by PLIANT had this assignment and sale not been made.
2. PLIANT warrants, covenants and represents the fact to be that it is the owner of said trademarks and trademark registrations; that it has the full right to convey the entire interest hereby assigned; and that to PLIANT's knowledge, the rights in said trademarks and trademark registrations are valid and enforceable. The maximum obligation in respect of PLIANT's liability for any breach of warranty, covenant or representation to GLAD in this agreement shall not exceed the amount paid by GLAD to PLIANT pursuant to Paragraph 6 below.
3. PLIANT further covenants with GLAD to execute, at GLAD's expense, when requested such additional assignments, instruments and documents as may be necessary or desirable to effectuate this agreement and assignment and any documents necessary to renew or maintain the registrations.
4. PLIANT further warrants that it is not aware of any third party with a valid claim of priority of use or ownership in connection with the PRESS 'N SEAL trademarks and trademark registrations in the United States and Canada. PLIANT

agrees not to contest or otherwise interfere with GLAD's ownership and use of the PRESS 'N SEAL trademark.

5. PLIANT conveys all rights that it may have, on a quit claim basis, to GLAD to use the trademarks and trademark registrations worldwide. PLIANT makes no representations or warranties relating to this conveyance, other than those stated in paragraphs 2 and 4.
6. In consideration of this agreement and assignment, GLAD hereby agrees to pay to PLIANT by certified check or electronic funds transfer, the amount of *redacted*, such amount to be paid in full upon execution of this agreement.
7. PLIANT may sell through its existing inventory of products bearing the PRESS 'N SEAL trademark until January 31, 2004, following which time all such products and/or labels shall be destroyed. PLIANT agrees not to create new labels depicting the PRESS 'N SEAL trademark or create new promotions or advertisements for products sold in association with the trademark effective immediately.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of this 11th day of February 2003.

PLIANT SOLUTIONS CORPORATION  
a Utah corporation

THE GLAD PRODUCTS COMPANY  
a Delaware corporation

By: *Michael D. Annes*

By: *Karen A. Peeff*

Title: *Vice President*

Title: \_\_\_\_\_

Michael D. Annes  
Vice President

Karen A. Peeff  
Assistant Secretary

**EXHIBIT A**

**MARK**

PRESS 'N SEAL

**UNITED STATES REGISTRATION NO.**

1034867

**MARK**

PRESS 'N SEAL

**CANADIAN REGISTRATION NO.**

TMA367605