

07-11-2003

FORM PTO-1594  
1-31-92

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



102494238

To the Honorable Commissioner of Patents and Trademark

to receive the attached original documents or copy thereof.

1. Name of conveying party(ies):

Diamond Brands, Inc.

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

Additional name(s) of conveying parties(ies) attached:       Yes     No

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

Name: Tilia International, Inc. c/o Jarden Corporation

Internal Address: \_\_\_\_\_

Street Address: 555 Theodore Fremd Avenue, Suite B-302

City: Rye      State: New York      Zip: 10580-1455

- 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

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached?       Yes     No

3. Nature of Conveyance:

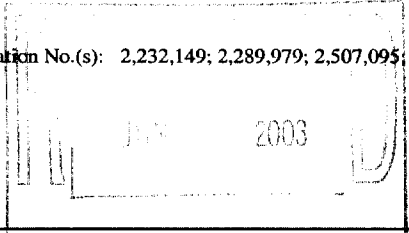
- Assignment       Merger
- Security Agreement       Change of Name
- Other \_\_\_\_\_

Execution Date: February 7, 2003

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

A. Trademark Application No.(s): 76/082,325; 76/384,647; 76/454,875

B. Trademark registration No.(s): 2,232,149; 2,289,979; 2,507,095; 2,589,555; 2,610,441



Additional numbers attached?       Yes     No

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

Name: Angela M. Fifelski

Internal Address: ICE MILLER

Street Address: One American Square, Box 82001

City: Indianapolis      State: Indiana      ZIP: 46282

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41): ..... \$ 215.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 09-0007

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Angela M. Fifelski  
Name of Person Signing

Angela M. Fifelski  
Signature

6-23-03  
Date

Total number of pages including cover sheet: 8

OMB No. 0651-0011 (exp 4/94)

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Mail documents to be recorded with required cover sheet information to:

07/10/2003 LUMELLER 00000148 76082325

01 FC:8521  
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40.00 09  
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Mail Stop Assignment Recordation Services  
Director of the U.S. Patent and Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231 and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503

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TRADEMARK  
REEL: 002775 FRAME: 0574

## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into as of February 7, 2003 ("Effective Date") by and between Diamond Brands Incorporated, a Minnesota corporation, with its principal office at 1660 South Highway 100, Suite 122, Minneapolis, Minnesota 55416 ("Assignor"), and Tilia International, Inc., a Delaware corporation, with its principal office at c/o Jarden Corporation, 555 Theodore Fremd Avenue, Suite B-302, Rye, New York 10580-1455 ("Assignee").

**WHEREAS**, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated November 27, 2002 (the "Agreement"); and

**WHEREAS**, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations set forth on Schedule A attached hereto, the United States applications for trademark registration set forth on Schedule B attached hereto, and the foreign trademark registrations set forth on Schedule C attached hereto, in each case together with the goodwill of the business associated therewith (collectively, the "Marks").

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor shall take all further lawful actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) as may be reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights

assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

\* \* \* \* \*

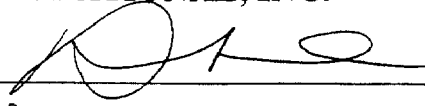


IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

DIAMOND BRANDS INCORPORATED

TILIA INTERNATIONAL, INC.

By: \_\_\_\_\_

By: 

Name: \_\_\_\_\_

Name: Desiree DeStefano

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

Title: VP

**SCHEDULE A**

**U.S. TRADEMARK REGISTRATIONS**

<b>Trademark No.</b>	<b>Registration Date</b>	<b>Mark</b>
2,232,149	3/16/99	DIAMOND REFLECTIONS
2,289,979	11/2/99	OHIO BLUE TIP
2,610,441	8/20/02	SAFE & SOUND
2,507,095	11/13/01	SHAKE-A-PICK
2,589,555	7/2/02	STRIKE-A-FIRE

**SCHEDULE B**

**U.S. TRADEMARK APPLICATIONS**

<b>Application No.</b>	<b>Application Date</b>	<b>Mark</b>
76/454,875	9/27/02	CUTLERY CADDY
76/082,325	7/3/00	ELITE TOOTHPICK HOLDER
76/384,647	3/19/02	SLIMLINE

**SCHEDULE C**

**FOREIGN TRADEMARK REGISTRATIONS**

<b>Country</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Mark</b>
Canada	TMA375,693	11/16/90	CONDITIONING PLUS
Canada	TMA383,100	4/19/91	LASALLÉ
Canada	TMA428,722	6/17/94	LASALLÉ "10"
Canada	TMA417,225	9/24/93	LASALLÉ "10" Design
Canada	TMA375,694	11/16/90	NAIL RECOVERY SYSTEM
Canada	TMA385,403	6/7/91	SILK WRAP