

08-22-2003

FORM PTO-1594  
1-31-92

1/30/03

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



102532361

To the Honorable Commissioner of Patents and Trademark

for copy thereof.

1. Name of conveying party(ies):  
O.W.D., Incorporated

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State of New York
- Other \_\_\_\_\_

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

3. Nature of Conveyance:

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

Execution Date: April 28, 2003

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

Name: 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 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

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

A. Trademark Application No.(s)

76/463,760 and 76/463,761

B. Trademark registration No.(s):

885,818; 2,465,580; 2,501,726; 2,469,525 and 2,503,761

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:

7. Total fee (37 CFR 3.41): ..... \$ 190.00

- 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.*

\_\_\_\_\_  
Name of Person Signing

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Total number of pages including cover sheet:

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

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01 FC:8521  
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**TRADEMARK**  
**REEL: 002807 FRAME: 0549**

## **BILL OF SALE AND ASSIGNMENT AGREEMENT**

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated as of April 28, 2003, is made in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, between O.W.D., Incorporated, a New York corporation ("Assignor") and Jarden Corporation, a Delaware corporation ("Assignee").

1. Assignor hereby grants, conveys, sells, assigns, transfers and delivers to Assignee, its successors and assigns, and Assignee hereby purchases and accepts from Assignor, all of Assignor's right, title and interest in the assets of Assignor listed in Schedule A hereto and made a part hereof (the "Acquired Assets").

2. Title to the Acquired Assets shall pass to Assignee upon the date of this Agreement.

3. Assignee expressly does not, and shall not, assume, be deemed to assume, or be obligated to pay, perform or otherwise discharge any liability, obligation, or commitment of Assignor, direct or indirect, known or unknown, absolute or contingent, not expressly assumed by Assignee pursuant to this Agreement.

4. Assignor hereby constitutes and appoints Assignee its true and lawful attorney, with full power of substitution, in the name of Assignee or in the name of Assignor, but on behalf of and for the sole benefit of Assignee, to institute and prosecute all proceedings which Assignee may deem proper in order to receive, collect, assert or enforce any claim, right or title of any kind in or to the Acquired Assets, and to defend and compromise any and all such actions, suits and proceedings in respect thereof, and to take all such action and execute instruments in relation thereto as the Assignee shall deem advisable in its absolute discretion. Without limiting the foregoing, Assignor hereby authorizes Assignee and its officers to endorse or assign any instrument, contract or chattel paper relating to the Acquired Assets.

5. Assignor further agrees that it will at any time and from time to time, at the request of Assignee, execute and deliver to Assignee all other and further instruments necessary to vest in Assignee full title, right and interest in or to any of the property, assets or rights which this instrument purports to transfer to Assignee.

6. All of the terms and provisions of this Agreement will be binding upon Assignor and its respective successors and assigns and will inure to the benefit of Assignee and its respective successors and assigns.

7. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

**ASSIGNOR**  
O.W.D., INCORPORATED

By:   
Name: Desiree DeStefano  
Title: Vice President

**ASSIGNEE:**  
JARDEN CORPORATION

By:   
Name: Desiree DeStefano  
Title: Senior Vice President

## **SCHEDULE A**

All of Assignor's right, title, and interest in and to the Assignor's cash and the trademarks, trade names, patents, and copyrights and all applications thereto of the Assignor (and all goodwill associated therewith) including the right to sue for and seek remedies against past, present, and future infringements thereof, and including, but not limited to, the following intellectual property:

1. LADY DIANNE, Registration No. 885,818, a registered mark in Class 23 for plastic spoons and forks.
2. LADY DIANNE and Design, Registration No. 2,465,580, a registered mark in Class 34 for matches.
3. LADY DIANNE and Design, Registration No. 2,501,726, a registered mark in Class 21 for plates, toothpicks and plastic cups.
4. LADY DIANNE and Design, Registration No. 2,469,525, a registered mark in Class 20 for drinking straws.
5. LADY DIANNE and Design, Registration No. 2,503,761, a registered mark in Class 8 for tableware, namely, plastic knives, forks and spoons.
6. BIG COUNT 51 and Design, Serial No.: 76/463760, a pending application in Class 8 for knives, forks and spoons.
7. BIG COUNT 50, Serial No.: 76/463761, a pending application in Class 8 for knives, forks and spoons.

<u>Mark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Status</u>	<u>Country</u>	<u>Class</u>
LADY DIANNE		885, 818	Registered	United States	23
LADY DIANNE and design		2,465,580	Registered	United States	34
LADY DIANNE and design		2,501,726	Registered	United States	21
LADY DIANNE and design		2,469,525	Registered	United States	20
LADY DIANNE and design		2,503,761	Registered	United States	8
BIG COUNT 51 and design	76/463760		Pending	United States	8
BIG COUNT 50 and design	76/463761		Pending	United States	8