

10-17-2003

FORM PTO 1594
1-31-92

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



102577166

To the Honorable Commissioner of Patents and Trademark

copy thereof.

1. Name of conveying party(ies):

O.W.D., Incorporated

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

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

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: NY 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: _____

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

A. Trademark Application No.(s)

B. Trademark registration No.(s):

1,466,997

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: 46282-000

6. Total number of applications and registrations involved:

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

- 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

10/10/03
Date

Total number of pages including cover sheet:

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

Do not detach this portion

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

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

10/16/2003 DBYRNE 00000026 1466997

01 FC:0521 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 1248290

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 authorized 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.

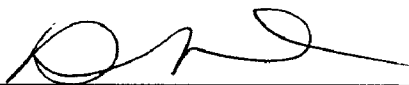
IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

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. BLUE CRYSTAL, Registration No. 1,466,997, a registered mark in Class 08 for flatware, namely spoons, forks and knives all made of plastics.