

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                       |  |
|-----------------------|--|
| SUBMISSION TYPE:      | NEW ASSIGNMENT                               |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |

**CONVEYING PARTY DATA**

| Name         | Formerly | Execution Date | Entity Type                         |
|--------------|----------|----------------|-------------------------------------|
| PELSTAR, LLC |          | 01/09/2006     | LIMITED LIABILITY COMPANY: ILLINOIS |

**RECEIVING PARTY DATA**

|                   |                              |
|-------------------|------------------------------|
| Name:             | RUBBERMAID INCORPORATED      |
| Street Address:   | 10B GLENLAKE PKWY, SUITE 600 |
| Internal Address: | LEGAL DEPARTMENT             |
| City:             | ATLANTA                      |
| State/Country:    | GEORGIA                      |
| Postal Code:      | 30328                        |
| Entity Type:      | CORPORATION: OHIO            |

**PROPERTY NUMBERS Total: 7**

| Property Type  | Number   | Word Mark     |
|----------------|----------|---------------|
| Serial Number: | 74023570 | FREIGHTMASTER |
| Serial Number: | 73601177 | P             |
| Serial Number: | 75821271 | PELOUZE       |
| Serial Number: | 73600853 | PELOUZE       |
| Serial Number: | 71569272 | VIKING        |
| Serial Number: | 76548759 | VIKING        |
| Serial Number: | 72296191 | ZEPHYR        |

**CORRESPONDENCE DATA**

Fax Number: (630)481-1699  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 630.481.1685  
 Email: zee.darby@newellco.com  
 Correspondent Name: Zakkiyya "Zee" Darby

CH \$190.00 74023570

Address Line 1: 2707 BUTTERFIELD ROAD, SUITE 100  
Address Line 4: OAK BROOK, ILLINOIS 60523

|                         |                      |
|-------------------------|----------------------|
| ATTORNEY DOCKET NUMBER: | PELSTAR ASSIGNMENT   |
| NAME OF SUBMITTER:      | Zakkiyya "Zee" Darby |
| Signature:              | /ZPD/                |
| Date:                   | 05/04/2006           |

**Total Attachments: 9**

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**ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS**

This ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS (this "Assignment") dated as of the date below, is made by and between PELSTAR, LLC, an Illinois limited liability company ("Seller"), and RUBBERMAID INCORPORATED, an Ohio corporation, ("Purchaser").

WHEREAS, Seller and Purchaser have entered into an Asset Purchase Agreement dated January [•], 2006 (the "Purchase Agreement"); and

WHEREAS, under the Purchase Agreement, Purchaser agreed to purchase the Business (as that term is defined in the Purchase Agreement) of Seller; and

WHEREAS, in conducting the Business, Seller has acquired an interest in certain Business IP (as defined in the Purchase Agreement) to be transferred to Purchaser under the terms of the Purchase Agreement; and

WHEREAS, Seller is the owner of all right, title and interest in and to various United States federal and state trademark and service mark registrations and applications that are included in the Business IP (collectively, the "Domestic Trademarks"), including, but not limited to, the federal registrations and applications listed in Schedule A; and

WHEREAS, outside the United States of America Seller is the owner of all right, title and interest in and to various foreign trademark and service mark registrations and applications that are included in the Business IP (collectively, the "Foreign Trademarks"), including the foreign trademark and service mark registrations and applications listed in Schedule A; and

WHEREAS, in the United States of America, Seller is the owner of all right, title and interest in and to various ideas, inventions, foreign patents and utility models and applications therefor that are included in the Business IP, including the patents and utility models and applications therefor listed in Schedule B hereto, and all reissues, divisions, continuations, continuations-in-parts, extensions, and reexaminations thereof or thereon (collectively, the "Domestic Patents");

WHEREAS, outside the United States of America, Seller is the owner of all right, title and interest in and to various ideas, inventions, foreign patents and utility models and applications therefor that are included in the Business IP, including the foreign patents and utility models and applications therefor listed in Schedule B hereto, and all reissues, divisions, continuations, continuations-in-parts, extensions, and reexaminations thereof or thereon (collectively, the "Foreign Patents"); and

WHEREAS, Seller is the owner of certain right, title and interest in and to various copyrights, trade dress, know-how, trade secrets, unregistered trademarks, service marks and tradenames and other similar proprietary rights that are included in the Business IP, including the domain names listed in Schedule C hereto, and required to be transferred under the Purchase Agreement (collectively, the "Other IP Assets"); and

WHEREAS, Purchaser is desirous of acquiring all of Seller's right, title and interest in and to all Domestic Trademarks, Foreign Trademarks, Domestic Patents, Foreign Patents and the Other IP Assets (collectively, the "ASSETS"), and Seller has promised, in the Purchase Agreement, to cause the same to be assigned; and

NOW, THEREFORE, for ten dollars (US \$10.00) and other valuable and legally sufficient consideration, including the consideration set forth in the Purchase Agreement, acknowledged by the Seller to have been received in full:

1. The Seller does hereby sell, convey, assign and transfer to Purchaser the entire right, title and interest in, to and under all ASSETS, together with the goodwill of the business symbolized by such ASSETS, together with all rights and privileges granted and secured thereby, including the full right to sue for past, present or future infringement of such ASSETS, these rights to be held and enjoyed by Purchaser as fully and entirely as the same would have been held and enjoyed by Seller if this Assignment and sale had not been made.

2. The Seller hereby covenants and agrees that it will, in accordance with the terms of the Purchase Agreement, execute and deliver, or cause to be executed and delivered, all such documents and instruments and will take, or cause to be taken all such further or other actions reasonably required to effect this Assignment, including executing and delivering any country-specific assignments necessary to record transfer of title hereunder.

3. The terms and covenants of this Assignment shall inure to the benefit of the Purchaser, its successors and assigns and other legal representatives, and shall be binding upon the Seller, its successors, legal representatives and assigns.

4. The Seller hereby requests that the appropriate patent, trademark or other government offices record this Assignment and issue a new certificate of registration in the Purchaser's name.

5. This Assignment does not (i) convey any rights of Seller other than those required to be transferred under the Purchase Agreement, (ii) create any obligations for Seller in addition to those provided under the Purchase Agreement, or (iii) relieve Seller of any obligations under the Purchase Agreement.

\* \* \*

IN TESTIMONY WHEREOF, the parties have executed this Assignment Of Intellectual Property Assets this 9 day of January, 2006.

**SELLER**  
PELSTAR, LLC

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

Its: \_\_\_\_\_

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

On this \_\_\_\_ day of January, 2006, before me appeared \_\_\_\_\_, who, being by me duly sworn, did say that he/she is the \_\_\_\_\_ of SELLER, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS ("Assignment"), and acknowledged to me that he/she signed and delivered the foregoing Assignment on behalf of and pursuant to authority from such company and that the foregoing Assignment was a free and voluntary act and deed.

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

My commission expires: \_\_\_\_\_

**PURCHASER**  
RUBBERMAID INCORPORATED

By: D. Matschullat

Its: Vice President - General Counsel

STATE OF Georgia )  
  ) SS:  
COUNTY OF Fulton )

On this 6th day of January, 2006, before me appeared Dale Matschullat, who, being by me duly sworn, did say that he/she is the \_\_\_\_\_ of PURCHASER, a corporation of the State of Ohio, and personally known to me to be the same person whose name is subscribed to the foregoing ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS ("Assignment"), and acknowledged to me that he/she signed and delivered the foregoing Assignment on behalf of and pursuant to authority from such corporation and that the foregoing Assignment was a free and voluntary act and deed.

Notary Public Christine E. Vogt

My commission expires: 3/16/2008

**CHRISTINE E. VOGT**  
NOTARY PUBLIC  
DEKALB COUNTY, GA  
My Commission Expires March 16, 2008

IN TESTIMONY WHEREOF, the parties have executed this Assignment Of Intellectual Property Assets this 9 day of January, 2006.

**SELLER**  
PELSTAR, LLC

**PURCHASER**  
RUBBERMAID INCORPORATED

By: [Signature]

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

Its: SVP

Its: \_\_\_\_\_

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

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

On this 9 day of January, 2006, before me appeared DAN MAEHL, who, being by me duly sworn, did say that he/she is the SVP of SELLER, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS ("Assignment"), and acknowledged to me that he/she signed and delivered the foregoing Assignment on behalf of and pursuant to authority from such company and that the foregoing Assignment was a free and voluntary act and deed.

On this \_\_\_ day of January, 2006, before me appeared \_\_\_\_\_, who, being by me duly sworn, did say that he/she is the \_\_\_\_\_ of PURCHASER, a corporation of the State of Ohio, and personally known to me to be the same person whose name is subscribed to the foregoing ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS ("Assignment"), and acknowledged to me that he/she signed and delivered the foregoing Assignment on behalf of and pursuant to authority from such corporation and that the foregoing Assignment was a free and voluntary act and deed.

Notary Public Kathryn Jordel  
My commission expires: 9/21/2007

Notary Public \_\_\_\_\_  
My commission expires: \_\_\_\_\_



**SCHEDULE A**  
(2 Pages Attached)

**DOMESTIC TRADEMARKS AND APPLICATIONS**

| Trademark           | Country       | Appl./Reg. No. | Appl./Reg. Date |
|---------------------|---------------|----------------|-----------------|
| Freightmaster       | United States | 1676318        | 02/18/1992      |
| P (Scale Design)    | United States | 1428214        | 02/10/1987      |
| Pelouze             | United States | 1421785        | 12/23/1986      |
| Pelouze             | United States | 2385549        | 09/12/2000      |
| Pelstar (design)    | United States | 78/710877      | 10/12/2004      |
| Pro Plus            | United States | 2892970        | 10/12/2004      |
| Viking              | United States | 0523170        | 03/28/1950      |
| Viking (and design) | United States | 2949303        | 05/10/2005      |
| Zephyr              | United States | 0866290        | 03/11/1969      |

**FOREIGN TRADEMARKS AND APPLICATIONS**

| Trademark | Country           | Appl./Reg. No. | Appl./Reg. Date |
|-----------|-------------------|----------------|-----------------|
| Pelouze   | Australia         | A622251        | 02/09/1994      |
| Pelouze   | Benelux           | 0545586        | 02/15/2004      |
| Pelouze   | Brazil            | 817699449      | 11/07/1995      |
| Pelouze   | Canada            | TMA394951      | 02/28/1992      |
| Pelouze   | Canada            | TMA403052      | 09/25/1992      |
| Pelouze   | China             | 812695         | 02/07/1996      |
| Pelouze   | China             | 812602         | 02/07/1996      |
| Pelouze   | China             | 812696         | 02/07/1996      |
| Pelouze   | Columbia          | 159583         | 05/29/2004      |
| Pelouze   | Czech Republic    | 190375         | 02/07/2004      |
| Pelouze   | Denmark           | VR 1994 02896  | 05/06/2004      |
| Pelouze   | European Union    | A172551        | 02/02/1999      |
| Pelouze   | France            | 94502893       | 06/22/2004      |
| Pelouze   | Germany           | 2085988        | 01/31/1994      |
| Pelouze   | Hong Kong         | 09863/1995     | 11/28/1995      |
| Pelouze   | Hungary           | M0501268       | 04/06/2005      |
| Pelouze   | Ireland           | A161655        | 12/18/1995      |
| Pelouze   | Israel            | 90933          | 12/31/1995      |
| Pelouze   | Italy             | 682357         | 01/19/2004      |
| Pelouze   | Japan             | 3228067        | 11/29/1996      |
| Pelouze   | Mexico            | 456137         | 02/15/2004      |
| Pelouze   | New Zealand       | 234189         | 01/24/1997      |
| Pelouze   | Norway            | 166405         | 01/05/2005      |
| Pelouze   | Republic of Korea | 313363         | 05/15/2005      |
| Pelouze   | Slovakia          | 178150         | 02/11/1994      |
| Pelouze   | South Africa      | 1994/01492     | 02/14/1994      |
| Pelouze   | Spain             | 1801303        | 02/01/1994      |

Assignment of Intellectual Property Assets

| <b>Trademark</b> | <b>Country</b> | <b>Appl./Reg. No.</b> | <b>Appl./Reg. Date</b> |
|------------------|----------------|-----------------------|------------------------|
| Pelouze          | Sweden         | 261750                | 11/11/2004             |
| Pelouze          | Switzerland    | 420392                | 01/31/1994             |
| Pelouze          | Thailand       | 581349                | 02/11/2005             |
| Pelouze          | United Kingdom | 1562005               | 02/10/1991             |
| Pelouze          | Uruguay        | 267945                | 05/17/1996             |
| Pelouze          | Venezuela      | 183562                | 01/05/1996             |
| Pelouze          | Greece         | 150870                | 08/17/2005             |



**SCHEDULE B**  
(2 Pages Attached)

**DOMESTIC PATENTS**

| PATENT NUM. | TYPE    | TITLE  | CTRY | STATUS  | FILING DATE | ISSUE/PUB DATE | EXPIRATION DATE |
|-------------|---------|--|------|---------|-------------|----------------|-----------------|
| D300,124    | Design  | Weigh Scale  | US   | Expired | 07/19/1985  | 03/07/1989     | 03/07/2003      |
| D507,199    | Design  | Digital Rate Calculating Postage Scale                     | US   | Issued  | 10/22/2004  | 07/12/2005     | 07/12/2019      |
| D331,372    | Design  | Weigh Scale  | US   | Issued  | 07/22/1991  | 12/01/1992     | 12/01/2006      |
| D300,517    | Design  | Dieting Scale or the Like                                  | US   | Expired | 08/06/1986  | 04/04/1989     | 04/04/2003      |
| D497,560    | Design  | Digital Rate Calculating Postage Scale                     | US   | issued  | 02/28/2003  | 10/26/2004     | 10/26/2018      |
| D313,565    | Design  | Weight Scale Module  | US   | Expired | 01/16/1990  | 01/08/1991     | 01/08/2005      |
| D490,735    | Design  | Keypad for a Digital Rate Calculating Postage Scale        | US   | Issued  | 02/28/2003  | 06/01/2004     | 06/01/2018      |
| D307,873    | Design  | Domestic Scale Weight Display Module                       | US   | Expired | 10/12/1989  | 05/15/1990     | 05/15/2004      |
| 4,724,914   | Utility | Weighing Scale Having a Shock-Absorbing Transducer Support | US   | Issued  | 08/17/1987  | 02/16/1988     | 08/17/2007      |
| 4,778,017   | Utility | Weighing Scale Having a Shock-Absorbing Platform Support   | US   | Issued  | 01/11/1988  | 10/18/1988     | 10/18/2008      |
| 5,050,694   | Utility | Adjustable Platform Stand for a Weigh Scale                | US   | Issued  | 02/26/1990  | 09/24/1991     | 09/24/2011      |
| 5,097,915   | Utility | Postal Rate Device   | US   | Issued  | 10/26/1990  | 03/24/1992     | 03/24/2012      |
| 6,960,730   | Utility | Downloadable Digital Rate Calculating Scale                | US   | Issued  | 02/28/2003  | 11/01/2005     | 02/28/2023      |

**DOMESTIC PATENT APPLICATIONS**

| APPL. NUM. | TYPE          | TITLE            | CTRY | STATUS     | FILING DATE | ISSUE/PUB DATE | EXPIRATION DATE |
|------------|---------------|------------------|------|------------|-------------|----------------|-----------------|
| 29/189,433 | Design        | Measuring Device | US   | Pending    | 09/04/2003  |                |                 |
| 29/200,632 | Design<br>CIP | Measuring Device | US   | Allowed    | 03/02/2004  |                |                 |
| 60/548,712 | Prov.         | Dial Scale       | US   | Formalized | 02/27/2004  |                |                 |

**FOREIGN PATENTS**

| PATENT NUM. | TYPE   | TITLE            | CTRY  | STATUS | FILING DATE | ISSUE/PUB DATE | EXPIRATION DATE |
|-------------|--------|------------------|-------|--------|-------------|----------------|-----------------|
| 475127      | Design | Measuring Device | China | Issued | 03/04/2004  | 09/07/2005     | 03/04/2014      |

### FOREIGN PATENT APPLICATIONS

| APPL. NUM.         | TYPE          | TITLE            | CTRY   | STATUS    | FILING DATE | ISSUE/PUB DATE | EXPIRATION DATE |
|--------------------|---------------|------------------|--------|-----------|-------------|----------------|-----------------|
| 20053001859<br>6.x | Design<br>Div | Measuring Device | China  | Pending   | 07/05/2005  |                |                 |
| 00149505/1-<br>10  | Design        | Measuring Device | Europe | Accepted  | 03/04/2004  |                |                 |
| 2005/006414        | Utility       | Dial Scale       | PCT    | Published | 02/28/2005  |                |                 |

**SCHEDULE C**

**DOMAIN NAMES**

www.pelouze.com  
www.pelouzefoodservice.com  
www.pelouze.net  
www.pelouze.biz

CHI: 4432752.3

C-1