

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Penley Corporation		06/01/2011	CORPORATION: MAINE

**RECEIVING PARTY DATA**

<b>Name:</b>	Hearthmark, LLC
<b>Street Address:</b>	14611 West Commerce Road
<b>City:</b>	Daleville
<b>State/Country:</b>	INDIANA
<b>Postal Code:</b>	47334
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Serial Number:	85217851	PENLEY
Registration Number:	3054092	PENLEY
Registration Number:	3028820	PENLEY
Registration Number:	2925014	PENLEY
Serial Number:	75787936	PENLEY
Registration Number:	3046076	PENLEY
Registration Number:	0913095	PENLEY
Registration Number:	0704595	AMERICAN MAID

**CORRESPONDENCE DATA**

Fax Number: (561)912-4182  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 561-912-5185  
 Email: jmeehan@jarden.com  
 Correspondent Name: Lawrence J. Shurupoff  
 Address Line 1: 2381 Executive Center Drive

**900193433**

**TRADEMARK  
 REEL: 004553 FRAME: 0192**

**CH \$215.00 85217851**

Address Line 4: Boca Raton, FLORIDA 33431

ATTORNEY DOCKET NUMBER:

JARDIA-4-11420

NAME OF SUBMITTER:

Lawrence J. Shurupoff

Signature:

/Lawrence J. Shurupoff/

Date:

06/02/2011

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

WHEREAS, Penley Corporation, a corporation organized and existing under the laws of the State of Maine, with an address of 2 Depot Street, West Paris, Maine 04289, United States of America (hereinafter the "ASSIGNOR") is the owner of the trademark registrations and applications set forth on the attached Schedule "A" (the "Trademarks"); and

WHEREAS, Hearthmark, LLC, a limited liability company organized and existing under the laws of the State of Delaware, with offices at 14611 West Commerce Road, Daleville, Indiana, 47334 United States of America (hereinafter called the "ASSIGNEE") is desirous of acquiring all right, title and interest owned by ASSIGNOR in and to the Trademarks and the registrations thereof and applications therefore and common law rights thereto and the goodwill appurtenant to the Trademarks.

NOW, THEREFORE, in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR by these presents does sell, assign and transfer unto ASSIGNEE, its successors and assigns, all domestic and international right, title and interest (including registered and common law rights) in and to the Trademarks, together with the goodwill connected with the use of and symbolized by the Trademarks and all applications and registrations related thereto (including without limitation those set forth on Schedule A). ASSIGNOR further transfers and assigns to the ASSIGNEE the ongoing and existing businesses associated with the Trademarks and the goods and services related thereto.

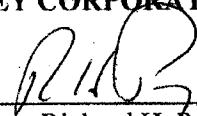
It is hereby covenanted that ASSIGNOR has the full right to convey the entire interest herein assigned, and the ASSIGNOR has not executed and will not execute any agreement in conflict herewith, and ASSIGNOR further covenants and agrees that it will each

time reasonable request is made and without delay execute and deliver all such papers as may be necessary or desirable to perfect the title to said Trademarks in said ASSIGNEE, its successors, assigns, nominees or legal representatives, and ASSIGNOR agrees to take all reasonable steps to communicate to said ASSIGNEE or to its nominees all known facts respecting said Trademarks, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuing, re-issue and foreign applications, to make all rightful oaths, and generally to do everything reasonably possible to aid said ASSIGNEE, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper trademark protection for said Trademarks in any and all countries, all at the reasonable expense, however, of said ASSIGNEE, its successors, assigns, nominees or legal representatives.

[signature page follows]

IN WITNESS WHEREOF, ASSIGNOR has hereunto executed this instrument  
this <sup>5<sup>th</sup></sup> day of June 2011.

**PENLEY CORPORATION**

By:   
Name: Richard H. Penley  
Title: President

Trademark Assignment

**TRADEMARK**  
**REEL: 004553 FRAME: 0196**

Schedule A

<u>Trademark</u>	<u>U.S. Serial No.</u>	<u>U.S. Registration No.</u>
PENLEY	85/217,851	-----
PENLEY	78/528,331	3,054,092
PENLEY	78/528,338	3,028,820
PENLEY	78/277,946	2,925,014
PENLEY	75/787,936	-----
PENLEY	78/528,356	3,046,076
PENLEY	72/333,292	913,095
AMERICAN MAID	72/076,822	704,595