

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM514319

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hearthmark, LLC		03/11/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Rubbermaid Incorporated		
Street Address:	8935 NorthPointe Executive Dr.		
City:	Huntersville		
State/Country:	NORTH CAROLINA		
Postal Code:	28078		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	0518904	"SELF SEALING"	
Registration Number:	2956488	COLLECTION ELITE	
Registration Number:	3842637	CRAFTED FOR QUALITY - SEALED FOR FRESHNE	
Registration Number:	1323310		
Registration Number:	0688803	FRUIT-FRESH	
Registration Number:	1300589	GOLDEN HARVEST	
Registration Number:	5163940	KERR	
Registration Number:	5163939	KERR	
Registration Number:	2861010	PICKLE CRISP	
Registration Number:	0933211	QUILTED CRYSTAL	
Registration Number:	4230730	REAL FRUIT	
Registration Number:	4284124	REALFRUIT	
Registration Number:	4649996	SMARTPRESERVE	
Registration Number:	5313558	SURE TIGHT	
Registration Number:	4630768	SURE TIGHT	
Registration Number:	4526719	TRANSFORM MASON	
Serial Number:	87161624	TRANSFORM MASON MINI	
CORRESPONDENCE DATA			

CH \$440.00 0518904

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 201-610-6748
Email: arrielle.millstein@newellco.com
Correspondent Name: Arrielle Millstein
Address Line 1: Newell Brands, Inc., 221 River Street
Address Line 2: 13th Floor
Address Line 4: Hoboken, NEW JERSEY 07030

ATTORNEY DOCKET NUMBER:	Project Taurus
NAME OF SUBMITTER:	Arrielle S. Millstein
SIGNATURE:	/ASM/
DATE SIGNED:	03/14/2019

Total Attachments: 8

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("*Agreement*"), is entered into and effective as of the 11th day of March 2019, by and between Hearthmark, LLC ("*Assignor*"), and Rubbermaid Incorporated ("*Assignee*").

For good and valuable consideration of which receipt is acknowledged, intending to be legally bound, the parties hereto agree as follows:

1. Effective as of the date hereof, Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, all of Assignor's right, title and interest in, to and under the trademark registrations and trademark applications set forth on Schedule 1 hereto (such trademarks registrations and trademark applications, the "*Transferred Trademarks*"), including (i) any and all goodwill associated therewith, (ii) all common law rights therein and in any elements of thereof, including underlying word marks and design components, in each case to the extent permitted under applicable law, (iii) all rights therein provided by international treaties or conventions, (iv) all reissues, extensions and renewals of any of the foregoing and (v) all rights to sue and recover damages for past, present and future infringement or other violation thereof or conflict therewith.
2. Assignor hereby authorizes Assignee to request, and hereby requests, the Commissioner for Trademarks of the United States and any other official of any applicable governmental authority to record and issue any and all trademark registrations and trademark applications included in the Transferred Trademarks to and in the name of Assignee.
3. The parties agree (i) to furnish upon request to each other such further information, (ii) to execute and deliver to each other such other documents, and (iii) to do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement and the transactions contemplated by this Agreement.
4. This Agreement shall be binding upon and inure to the benefit of and be enforceable by Assignee and Assignor and their respective successors and permitted assigns. This Agreement is not intended to, and shall not be construed to, confer upon any person, other than Assignor and Assignee, any rights or remedies hereunder.
5. This Agreement will be exclusively governed by and construed and enforced in accordance with the internal laws of the State of Delaware, without giving effect to any law or rule that would cause the laws of any jurisdiction other than the State of Delaware to be applied.
6. No waiver, modification or change of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced.
7. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Facsimiles, e-mail transmission of .pdf signatures or other electronic copies of signatures shall be deemed to be originals.

8. All notices and other communications under or by reason of this Assignment will be in writing and will be deemed to have been duly given or made (a) when personally delivered, or (b) upon delivery by overnight courier service, in each case to the addresses and attention parties indicated below (or such other address or attention party as the recipient party has specified by prior notice given to the sending party in accordance with this Section 8):

If to Assignor, to:

Hearthmark, LLC
2381 Executive Center Drive
Boca Raton, Florida 33431
United States of America
Attn: President

If to Assignee, to:

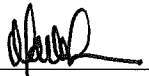
Rubbermaid Incorporated
8935 North Pointe Executive Drive
Huntsville, North Carolina 28078
United States of America
Attn: President

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignee and Assignor have caused this Trademark Assignment Agreement to be executed by their duly authorized representatives as of the date first above written.

ASSIGNOR:

HEARTHMARK, LLC

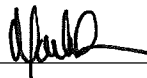
By: 

Name: Mark W. Johnson

Title: Assistant Secretary

ASSIGNEE:

RUBBERMAID INCORPORATED

By: 

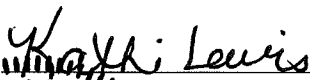
Name: Mark W. Johnson

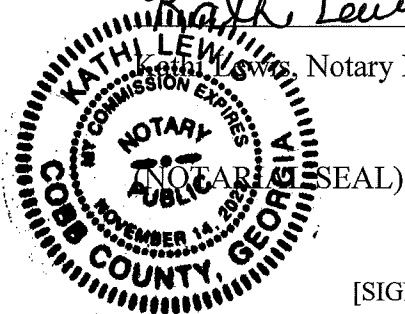
Title: Assistant Secretary

STATE OF GEORGIA
COUNTY OF FULTON

I, Kathi Lewis, Notary Public, State of Georgia, do hereby certify that before me personally appeared Mark W. Johnson and executed the attached Trademark Assignment Agreement the 11th day of March, 2019.

Sworn to and subscribed before me this 11th day of March, 2019.


Kathi Lewis, Notary Public













[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

Schedule 1
Transferred Trademarks




(See attached)

Transferred Trademarks

Trademark	TM Logo	Country	Application No.	Application Date	Registration No.	Registration Date
"SELF SEALING" & Design		United States of America	71533169	3-Sep-47	518904	20-Dec-49
COLLECTION ELITE		United States of America	76492019	25-Feb-03	2956488	31-May-05
CRAFTED FOR QUALITY - SEALED FOR FRESHNESS		United States of America	77738150	15-May-09	3842637	31-Aug-10
Design Only (Quilted Crystal Design)		United States of America	73385781	10-Mar-83	1323310	5-Mar-85
DISCOVER YOU CAN		Germany	000295141	4-Jan-12	000295	27-Apr-12
DISCOVER YOU CAN		Italy	C000206	12-Jan-12	C000206	27-Nov-12
FRUIT-FRESH		United States of America	72023635	1-Feb-57	0688803	24-Nov-59
GOLDEN HARVEST & Design		United States of America	73379264	10-Aug-82	1300589	16-Oct-84
Kerr		China	19676421	19-Apr-16	19676421	7-Jun-17
Kerr		China	19676420	19-Apr-16	19676420	28-Jun-18
Kerr		EUTM	015310014	6-Apr-16	015310014	9-Sep-16
Kerr		Mexico	1739370	22-Apr-16	1671488	6-Sep-16
Kerr		Mexico	1739371	22-Apr-16	1668512	25-Aug-16
Kerr		United States of America	86806227	2-Nov-15	5163940	21-Mar-17

Kerr (Stylized)		China	19676419	19-Apr-16	19676419	7-Jun-17
Kerr (Stylized)		China	19676418	19-Apr-16	19676418	28-Jun-18
Kerr (Stylized)		EUTM	015309982	6-Apr-16	015309982	5-Sep-16
Kerr (Stylized)		Mexico	1739374	22-Apr-16	1671489	6-Sep-16
Kerr (Stylized)		Mexico	1739376	22-Apr-16	1668513	25-Aug-16
Kerr (Stylized)		United States of America	86806207	2-Nov-15	5163939	21-Mar-17
PICKLE CRISP		United States of America	76459149	18-Oct-02	2861010	6-Jul-04
Quilted Crystal		Australia	1565823	1-Jul-13	1565823	29-Jan-14
Quilted Crystal		EUTM	014513113	31-Aug-15	014513113	5-Aug-16
Quilted Crystal		United States of America	72347581	2-Jan-70	933211	2-May-72
REAL FRUIT & Design		United States of America	85271121	18-Mar-11	4230730	23-Oct-12
REALFRUIT		United States of America	85271113	18-Mar-11	4284124	29-Jan-13

REALFRUIT & Design	RealFruit	Australia	1566034	2-Jul-13	1566034	5-Feb-14
REALFRUIT & Design	RealFruit	New Zealand	1022335	26-Jun-15	1022335	6-Jan-16
SmartPRESERVE		Australia	1569719	19-Jul-13	1569719	20-Feb-14
SmartPRESERVE		United States of America	86013989	18-Jul-13	4649996	2-Dec-14
SMARTSTR		EUTM	014397806	22-Jul-15	014397806	6-Apr-16
Sure Tight		Australia	1816762	20-Dec-16	1816762	19-Jul-17
Sure Tight		Australia	1565819	1-Jul-13	1565819	29-Jan-14
Sure Tight		EUTM	016189722	20-Dec-16	016189722	5-May-17
Sure Tight		Mexico	1836548	20-Dec-16	1749370	27-Apr-17
Sure Tight		Mexico	1836547	20-Dec-16	1749369	27-Apr-17
Sure Tight		United States of America	87272971	19-Dec-16	5313558	17-Oct-17
Sure Tight		United States of America	85974688	1-Jul-13	4630768	4-Nov-14
Transform MASON & Design	Transform MASON	Canada	1611568	28-Jan-13	TMA884031	14-Aug-14

Transform MASON & Design		United States of America	85834069	28-Jan-13	4526719	6-May-14
Transform MASON mini & Design		Canada	1799026	6-Sep-16		
Transform MASON mini & Design		United States of America	87161624	6-Sep-16		

TRADEMARK

REEL: 006596 FRAME: 0844