## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
EFFECTIVE DATE:	12/28/1999	

### **CONVEYING PARTY DATA**

Name Formerly		Execution Date	Entity Type	
Fiskars Inc.		12/29/1999	CORPORATION: WISCONSIN	

#### **RECEIVING PARTY DATA**

Name:	Alterra Holdings Corporation
Street Address:	610 South 80th Avenue
City:	Phoenix
State/Country:	ARIZONA
Postal Code:	85043
Entity Type:	CORPORATION: DELAWARE

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2239126	GATOR-GRIP

#### **CORRESPONDENCE DATA**

Fax Number: (414)297-4900

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 414-271-2400

Email: ptomailmilwaukee@foley.com

Correspondent Name: Richard J. McKenna

Address Line 1: 777 East Wisconsin Avenue
Address Line 2: FOLEY & LARDNER LLP

Address Line 4: Milwaukee, WISCONSIN 53202

NAME OF SUBMITTER:	Julie A. Murphy	
Signature:	/Julie A. Murphy/	
Date:	03/16/2005	

TRADEMARK

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TRADEMARK REEL: 003047 FRAME: 0362

# ASSIGNMENT OF PATENT, TRADEMARK AND OTHER INTELLECTUAL PROPERTY RIGHTS

THIS ASSIGNMENT OF PATENT, TRADEMARK AND OTHER INTELLECTUAL PROPERTY RIGHTS is effective as of the 28<sup>th</sup> day of December, 1999, by and between Fiskars Inc., a Wisconsin corporation ("Fiskars") and Alterra Holdings Corporation, a Delaware corporation ("Alterra").

WHEREAS, Fiskars desires to transfer, assign and convey to Alterra all of its patent and trademark rights, and other intellectual property rights as hereinafter more particularly defined; and

WHEREAS, Alterra desires to acquire from Fiskars said patent, trademark and other intellectual property rights.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Fiskars assigns, transfers and conveys to Alterra the following intellectual property assets:

- 1. Trademarks and Service Marks. All right, title and interest in and to all Marks owned by Fiskars. As used herein, the term "Marks" shall mean and include: all registered and unregistered trademarks, service marks and trade and corporate names, along with all trademark and service mark registrations or applications therefor, including but not limited to the properties listed and identified in Schedule A hereto, and including all common law rights therein, and all rights of action for infringement of any such property accrued prior to the effective date hereof, as now possessed by Fiskars in any and all countries of the world or under any multinational treaties or conventions, together with the goodwill appurtenant to and represented and symbolized by such trademarks, service marks, trade names and corporate names.
- 2. Patent Rights. All right, title and interest of Fiskars in and to the Patent Rights owned by Fiskars. As used herein, the term "Patent Rights" shall mean and include: (i) all patents and applications for patents, including utility models, registered designs and design patents; (ii) all inventions disclosed and/or claimed in all of the foregoing patents and applications for patents and all other inventions; (iii) all rights to file patent applications, priority rights, utility models, patent ownership rights and patents that may in the future be granted on any of the foregoing inventions or applications for patents; and (iv) the rights to secure all renewals, reissues, continuations and continuations-in-part, patents of addition, divisions, extensions or the like of any of the foregoing patents, and all rights of action for infringement of any such property accrued prior to the effective date hereof, as now possessed by Fiskars in any and all countries of the world or under any multinational treaties or conventions, including but not limited to the patents, patent applications and inventions listed and identified in Schedule B hereto.

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- 3. Other Intellectual Property Rights. All right, title and interest of Fiskars in and to Other Intellectual Property Rights owned by Fiskars. As used herein, the term "Other Intellectual Property Rights" shall mean and include all of the following: (i) all copyrights, registered or unregistered, in all works of authorship, published or unpublished, including all graphics standards manuals, product manuals, operating manuals, service manuals, parts manuals, catalogs, advertisements, promotional materials, computer programs and all copyright registrations and applications to register copyrights owned by Fiskars, and any rights to secure renewals thereof; and (ii) all trade secrets, confidential information, product specifications, blueprints, engineering drawings, designs, product sketches, customer lists, prospect lists, vendor lists, dealer lists, proprietary information and know-how, methods, processes, drawings, test data, formulations and all other intangible assets necessary for the production and sale of products and services manufactured and/or sold by Fiskars, and including all rights of action for infringement of any such property accrued prior to the effective date hereof.
- Intellectual Property Contracts. Licenses granting any third party rights to use any Marks or Patent Rights or Other Intellectual Property Rights.

IN WITNESS WHEREOF, Fiskars has executed this Assignment and Alterra has accepted this Assignment, both by their duly authorized officers, as of the date and year first above written.

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By:

Title: Vice President

Accepted by:

ALTERRA HOLDINGS CORPORATION

By:

Name: Gerald J. Erickson Title: Vice President

Subscribed and sworn to before me day of December, 1999

Notary Public

RECORDED: 03/16/2005

My commission expires: 9-15-02