

## 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
	Sanford, L.P.		12/01/2011	LIMITED PARTNERSHIP: ILLINOIS
RECEIVING PARTY DATA				
Name:	Luxembourg Brands SARL			
Street Address:	412F, route d'Esch			
City:	Luxembourg			
State/Country:	LUXEMBOURG			
Postal Code:	L-2086			
Entity Type:	SARL (Societe a responsabilite limitee): LUXEMBOURG			
PROPERTY NUMBERS Total: 3				
	Property Type	Number	Word Mark	
	Registration Number:	1641224		
	Registration Number:	1016843	ROTRING	
	Registration Number:	1536336	ROTRING	
CORRESPONDENCE DATA				
Fax Number:	(630)481-1699			
Phone:	630.481.1667			
Email:	Lisa.Winger@newellco.com			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Correspondent Name:	Lisa Winger			
Address Line 1:	2707 Butterfield Road, Suite 100			
Address Line 4:	Atlanta, ILLINOIS 30328			
ATTORNEY DOCKET NUMBER:	1540290982/ 511610			

CH \$90.00 1641224

DOMESTIC REPRESENTATIVE

900216774

TRADEMARK  
 REEL: 004732 FRAME: 0963

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:	Lisa Winger
Signature:	/LW/
Date:	03/07/2012

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (“Assignment”) is made and entered into on December 1, 2011 by and between Sanford, L.P., a limited partnership organized under the laws of Illinois with company registration no. 36-4119520 (“Assignor”), and Luxembourg Brands S.à.r.l., a private limited liability company organized under the laws of Luxembourg (“Assignee”) with company registration no. B 162476.

### RECITALS

WHEREAS, Assignor owns certain trademark applications and/or registrations set forth in Exhibit A, attached hereto and made a part hereof (the “Trademarks”);

WHEREAS, as part of the restructuring of the Newell Rubbermaid group of companies, Assignor desires to assign the Trademarks to Assignee and;

WHEREAS, Assignee desires to acquire and accept from Assignor all right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and with the intention of being legally bound hereby, Assignor does hereby sell, assign, transfer and set over unto Assignee all of Assignor’s right, title and interest in and the Trademarks together with the goodwill of the business symbolized by such Trademarks, including without limitation (1) Assignor’s right, title and interest in and to any pending applications for registration, if any, for the Trademarks throughout the world; (2) all income, royalties, damages and payments now or hereafter due, and/or payable, under and with respect thereto, including without limitation damages and payments for past or future infringements thereof; (3) the right to sue for past, present and future infringements thereof; and (4) all rights corresponding thereto throughout the world; as fully and entirely as the same would have been held and enjoyed by such Assignor had this Assignment not been made. Assignee hereby accepts the Assignment. Assignor states its consent that the Assignee may be recorded with the respective authorities and offices as successor in title.

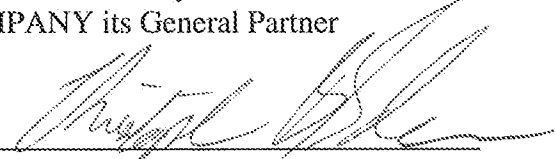
Assignor further agrees that, when requested, Assignor will, without demanding any further consideration therefor, do all lawful and just acts, including the execution and acknowledgement of instruments, that may be or become necessary for maintaining and perfecting Assignee’s right to the Trademarks and to render all necessary assistance in making application for and obtaining registration of the Trademarks with the trademark offices in all countries and in enforcing any rights or choses in action as a result of such applications or the Trademarks by giving testimony in any proceedings or transactions involving such applications or the Trademarks, and by executing preliminary statements or other affidavits, it being understood that this Assignment and the foregoing agreements and covenants shall bind, and shall inure to the benefit of, the respective assigns, successors, and legal representatives of Assignor and Assignee.

This Assignment may be executed in one or more counterparts, and each executed counterpart shall be considered an original of this Assignment. Furthermore, delivery of a copy of a counterpart signature by facsimile transmission or an electronic exchange methodology shall constitute a valid and binding execution and delivery of this Assignment, and such electronic copy shall constitute an enforceable original document.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed effective as of the date first above written.

ASSIGNOR:

SANFORD, L.P. by NEWELL OPERATING  
COMPANY its General Partner

By:   
Name: Christopher Schneider  
Title: Assistant Secretary

ASSIGNEE:

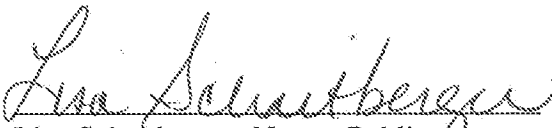
LUXEMBOURG BRANDS S.A.R.L.

By:   
Name: Lisa Winger  
Title: Manager

In the State of Illinois, County of DuPage

On this 1st Day of December, 2011, before me, Lisa Schaitberger, the undersigned Notary Public, personally appeared Lisa Winger and Christopher Schneider, personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me the same for the purposes therein stated.

WITNESS my hand and official Seal

  
Lisa Schaitberger, Notary Public

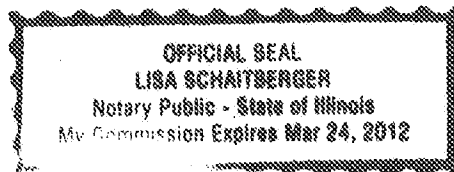


Exhibit A - Trademarks

Trademark	Country	Status	Application Number	Registration Number
FREEWAY	Canada	Registered	1170293	610220
XONOX Design No. 1	Mexico	Registered	233258	500406
MISC. DESIGN (RED COLOR BAND DESIGN) No. 1	United States of America	Registered	73/689862	1641224
ROTRING & DESIGN No. 1	United States of America	Registered	73/011570	1016843
ROTRING & RED COLOR DESIGN No. 1	United States of America	Registered	73/689855	1536336