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1 SHEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office



Tab settings

To the Honorable Commissioner c

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e attached original documents or copy thereof.

1. Name of conveying party(ies):

RUBBERMAID INCORPORATED

- Individual(s)
- General Partnership
- Corporation-State (Ohio)
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: June 12, 1997

2. Name and address of receiving party(ies)

Name: RUBBERMAID OFFICE PRODUCTS INC

Internal Address: 1147 Akron Road

Street Address: 1147 Akron Road

City: Wooster State: OH ZIP: 44691

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State DELAWARE
- Other

If assignee is not domiciled in the United States, a domestic representative designator is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1464718 1469022
1478673 1483393

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Mary A. Miller

Internal Address: Foley & Lardner

777 East Wisconsin Avenue

Milwaukee, Wisconsin 53202-5367

Street Address: Mary A. Miller

777 East Wisconsin Avenue

City: Milwaukee State: WI ZIP: 53202

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 115.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Mary A. Miller

Name of Person Signing

Mary A. Miller

Signature

Apr 127 1998

Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK

REEL: 1725 FRAME: 0624

ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

WHEREAS, Rubbermaid Incorporated, an Ohio Corporation ("Seller"), and Newell Co., a Delaware corporation ("Buyer") have entered into a Stock and Asset Purchase Agreement dated as of May 7, 1997 (the "Purchase Agreement"); and

WHEREAS, under the Purchase Agreement, Buyer agreed to purchase the Office Products Business (as that term is defined in the Purchase Agreement) of Seller, including 100% of the outstanding shares of the stock of Seller's wholly-owned subsidiary, Rubbermaid Office Products, Inc. ("Assignee"); and

WHEREAS, in conducting the Office Products Business, Seller ("Assignor") has acquired an interest in some intellectual property assets related to and used in the Office Products Business that is to be transferred to Buyer; and

WHEREAS, Assignor is the owner of all right, title and interest in and to various United States federal trademark and service mark registrations and applications therefor related to the Office Products Business (collectively, the "Federal Marks"), including, but not limited to, the federal registrations and applications listed in Schedule A; and

WHEREAS, Assignor is the owner of all right, title and interest in and to various foreign trademark and service mark registrations and applications therefor related to the Office Products Business (collectively, the "Foreign Marks"), including, but not limited to, the foreign trademark and service mark registrations and applications listed in Schedule A; and

WHEREAS, in the United States, the Assignor owns all right, title and interest in and to various ideas, inventions, patents and utility models and applications therefor related to the Office Products Business, including, but not limited to, the United States patents and utility models and applications therefor listed in Schedule A hereto, and all reissues, divisions, continuations, continuations-in-parts, extensions, and reexaminations thereof or thereon (hereinafter, collectively, the "Federal Patents"); and,

WHEREAS, outside the United States, the Assignor owns all right, title and interest in and to various ideas, inventions, foreign patents and utility models and applications therefor related to the Office Products Business, including, but not limited to, the foreign patents and utility models and applications therefor listed in Schedule A hereto, and all reissues, divisions, continuations, continuations-in-parts, extensions, and reexaminations thereof or thereon (hereinafter, collectively, the "Foreign Patents"); and,

WHEREAS, to the best of its knowledge, Assignor is the owner of all right, title and interest in and to various copyrights, trade dress, know-how, trade secrets, common law trademarks, service marks and tradenames, and other similar proprietary rights related principally to the Office Products Business (collectively, the "Common Law Assets"),

including, but not limited to, the copyrights, common law trademarks and tradenames listed in Schedule A; and

WHEREAS, Assignee is desirous of acquiring all of Assignor's right, title and interest in and to all Federal Marks, Foreign Marks, Federal Patents, Foreign Patents and the Common Law Assets (together, the "ASSETS"), and Seller has promised, in the Purchase Agreement, to cause the same to be assigned; and

NOW, THEREFORE, for the consideration set forth in the Purchase Agreement, and other valuable and legally sufficient consideration acknowledged by the Assignor to have been received in full:

1. The Assignor does hereby sell, convey, assign and transfer to the Assignee 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 the Assignee as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment and sale had not been made.

2. The Assignor hereby covenants that it has full right to convey the entire interest herein assigned and agrees to execute any and all documents reasonably required to effect this Assignment.

3. The Assignor hereby covenants and agrees that it will cooperate with the Assignee to enable the Assignee to enjoy, to the fullest extent, the right, title and interest herein conveyed. Assignor's cooperation shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance relating to the ASSETS, all to the extent deemed reasonably necessary by the Assignee for (a) the continued prosecution, if any, of the ASSETS, including any interference which may arise, and the making and prosecution of any other foreign or United States patent or trademark application that the Assignee may elect to pursue stemming from the ASSETS, including any divisions, continuations, continuation-in-parts, substitutions or reissues, and including any interference which may arise during same; and (b) participation in any legal or administrative proceedings involving the ASSETS. Assignee shall be responsible for paying reasonable expenses incurred by Assignor in providing the cooperation set forth in this paragraph.

4. The terms and covenants of this Assignment shall inure to the benefit of the Assignee, its successors and assigns and other legal representatives, and shall be binding upon the Assignor, its respective heirs, legal representatives and assigns.

5. The Assignor hereby warrants and represents that it has not entered and will not enter into any assignment, contract, or understanding materially in conflict herewith.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment this 12th day of June, 1997.

RUBBERMAID INCORPORATED

By: *James A. Morgan*
Its: Senior Vice President, General Counsel and Secretary

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

On this 12th day of June, 1997, before me appeared James A. Morgan, who, being by me duly sworn, did say that he is the Senior Vice President of RUBBERMAID INCORPORATED, 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 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.

Sheryl Thomas
Notary Public
SHERYL S. THOMAS
Notary Public, State of Ohio
My commission expires: My Commission Expires Jan. 28, 2002

Federal Marks

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ROP US TRADEMARKS OWNED BY RBD

6/11/97

Name	Country	Status	Class No	Class Desc	App Date	Ser. No	Iss Date	Reg No	Dock Date	User	Owner	Remarks
BOOK OFFICE	USA	R	16	CONT FOR STORING PAPER & LIKE	7/22/87	673729	3/01/88	1478673	9/01/87	RCP	RBD	
DESIGN-A-SPACE	USA	R	16	STORAGE FILE BUS. OR PERS. PAPER	7/29/87	675214	4/05/88	1483393	11/05/87	RCP	RBD	
GRANDSTAND	USA	R	16	COPY HOLDERS	4/13/87	654785	12/15/87	1469022	10/15/86	RCP	RBD	
CLEATMAT	USA	R	27	Chairmats	4/13/87		654793		11/10/87			1464718

Schedule A

Foreign Marks

Page 1

ROP FOREIGN TRADEMARKS OWNED BY ROP

6/11/97

Name	Country	Status	Class No	Class Desc	App Date	Ser No	Iss Date	Reg No	Doct Date	User	Owner	Remarks
FORM 1000	CANADA	R	MA	DESK ACCESSORIES	3/10/88	602978	2/03/89	350805	1/03/04	ROP	RBD	

TRADEMARK
REEL: 1725 FRAME: 0629

Federal Patents

Schedule A

Item	Prod Code	Case No.	Country	File Date	Serial No	Issue Date	Patent No	Type	Expir Date	Use	Own	Remarks
ATTACHE CASE	1114	0259	USA	1/19/90	467240	2/11/92	323742	D	2/11/06	ROP	RBD	
AUTOMOBILE DESK	2090, 2091	0206	USA	7/13/90	552210	1/12/93	332327	D	1/12/07	ROP	RBD	
BOOK END	8100	0156	USA	10/03/88	251867	12/18/90	313048	D	12/18/04	ROP	RBD	
CABLE DUCT	3100	0303	USA	6/20/90	540811	4/06/93	334562	D	4/06/07	ROP	RBD	
CARD BOX	1111, 1112	0263	USA	1/19/90	467239	5/05/92	325930	D	5/05/06	ROP	RBD	
CARD FILE	1094	0660	USA	8/07/86	894180	5/16/89	301154	D	5/16/03	ROP	RBD	
CLIP BOARD	1076	0127	USA	2/29/88	161617	1/15/91	313819	D	1/15/05	ROP	RBD	
CLIPBOARD	2090, 2091	0207	USA	7/13/90	552211	9/01/92	329061	D	9/01/06	ROP	RBD	
COMB. NOTEPAD HOLD/DISP	2117	0248	USA	2/09/90	477670	6/23/92	327294	D	6/23/06	ROP	RBD	
COMB.CL:PRD/STAT. CASE	1076	0215	USA	1/02/90	459670	3/03/92	324399	D	3/03/06	ROP	RBD	
COMPARTMENT KEYBO DRAMER	6100, 6110	0274	USA	4/15/91	685012	11/10/92	330892	D	11/10/06	ROP	RBD	
COMPARTMENTED FILE BOX	1100	0055	USA	8/07/86	894171	11/07/89	304461	D	11/07/03	ROP	RBD	
COMPUTER MONITOR...AMB	6150	0305	USA	8/06/90	562969	5/05/92	325868	D	5/05/06	ROP	RBD	WAS NOTE PAD DISPENSER AMENDED
COPY HOLDER	833	0548	USA	6/07/93	009118	8/09/94	349515	D		ROP	RBD	
DESK TOP ORGANIZER TRAY	1091	0052	USA	8/07/86	894244	10/03/89	303813	D	10/03/03	ROP	RBD	
DISK FILE BOX	1107	0091	USA	6/20/88	208636	8/06/91	318758	D	8/06/05	ROP	RBD	
DRAMER ORGANIZER TRAY	1086	0056	USA	8/07/86	894158	5/13/89	301590	D	6/13/03	ROP	RBD	
FILE BOX	1099	0099	USA	11/05/87	117648	8/21/90	310137	D	8/21/04	ROP	RBD	
LAP DESK	1072	0093	USA	1/11/88	142212	3/19/91	315456	D	3/19/05	ROP	RBD	
LAP TOP CARRYING CASE	350	0239	USA	7/26/90	558839	6/23/92	327170	D	6/23/06	ROP	RBD	
LETTER ORGANIZER FILE	1081, 1080	0057	USA	8/07/86	894242	4/10/90	307159	D	4/10/04	ROP	RBD	
LETTER TRAY	1083	0053	USA	8/07/86	894159	8/08/89	302703	D	8/08/03	ROP	RBD	
LETTER TRAY	2151, 2152	0304	USA	7/16/90	552609	6/23/92	327295	D	6/23/06	ROP	RBD	
LETTER TRAY	2541	0318	USA	10/22/90	608974	3/30/93	334412	D	3/30/07	ROP	RBD	
LETTER TRAY RISER	2132	0319	USA	7/09/90	549724	7/21/92	328104	D	7/21/06	ROP	RBD	
MAGAZINE FILE	1082	0054	USA	8/07/86	894243	7/10/90	309066	D	7/10/04	ROP	RBD	
PAPER CLIP HOLDER	1077	0092	USA	10/19/87	109852	8/21/90	310105	D	8/21/04	ROP	RBD	
PORTABLE DOCUMENT FILE	2094, 2091	0208	USA	7/13/90	552212	6/02/92	326559	D	6/02/06	ROP	RBD	
RECYCL...CONT...TO A WASTE		0355	USA	9/30/91	767935	2/16/93	333369	D	2/16/07	ROP	RBD	
ROTARY COMPART. ORGANIZER	2528, 2529	0340	USA	1/04/91	637501	3/30/93	334306	D	3/30/07	ROP	RBD	
UTILITY BOX	1098	0150	USA	10/24/88	281483	2/19/91	314706	D	2/19/05	ROP	RBD	
UTILITY FILE	1097	0359	USA	8/07/86	894241	10/31/89	304345	D	10/31/03	ROP	RBD	
VERTICAL FILE MODULE		0317	USA	10/22/90	608975	3/30/93	334413	D	3/30/07	ROP	RBD	AMENDED VERT LETTER TRAY

Foreign Patents

ROP FOREIGN PATENTS OWNED BY RBD

6/11/97

RECORDED: 05/01/1998

REEL: 1725 FRAME: 0631

Schedule A

Name	Prod Code	Case No.	Country	File Date	Serial No	Issue Date	Patent No	Type	Expir Date	Use	Own	Remarks
CARD FILE	1094	0050	AUSTRALIA	11/14/86	748586	12/17/87	98952	D	11/16/02	ROP	RBD	
COMPARTMENTED FILE BOX	1100	0055	AUSTRALIA	11/13/86	747386	11/19/87	98678	D	11/13/92	ROP	RBD	
DESK TOP ORGANIZER TRAY	1091	0052	AUSTRALIA	11/13/86	747286	11/19/87	98677	D	11/13/02	ROP	RBD	
PRAIMER ORGANIZER TRAY	1086	0056	AUSTRALIA	11/14/86	748486	11/19/87	98680	D	11/14/02	ROP	RBD	
LETTER ORGANIZER FILE	1081	0057	AUSTRALIA	1/30/87	028187	11/17/88	101962	D	1/30/03	ROP	RBD	
LETTER TRAY	1083	0053	AUSTRALIA	11/14/86	748386	11/19/87	98679	D	11/14/02	ROP	RBD	
MAGAZINE FILE	1082	0054	AUSTRALIA	12/19/86	8007	9/24/87	98029	D	12/19/02	ROP	RBD	
SERVING TRAY ASSEMBLY	2013, 1956	0194	AUSTRALIA	2/07/90	35790	8/21/90	108749	D	2/07/06	ROP	RBD	
UTILITY FILE	1097	0059	AUSTRALIA	12/19/86	8008	9/24/87	98030	D	12/19/02	ROP	RBD	
NOTE PAD HOLDER/DISPENSER	2117, 1071	0248	BELGIUM	7/13/90	6587300	4/02/91	2120801	DP	4/02/06	ROP	RBD	
VERTICAL LETTER TRAY		0317	BELGIUM	4/02/91	6643401	12/01/87	59768	D	12/01/97	ROP	RBD	
DESK TOP ORGANIZER TRAY	1091	0052	CANADA	2/06/87	06028714	9/26/89	64383	D	9/26/99	ROP	RBD	
DISK FILE BOX	1107	0091	CANADA	11/04/88	0411888	8/01/91	69018	D	8/01/01	ROP	RBD	
LETTER TRAY RISER	2132	0319	CANADA	12/28/90	28129010	10/22/90	903087	D	5/14/40	ROP	RBD	
ATTACHE CASE	1114	0259	FRANCE	5/14/90	903087	11/02/90	903604	D	6/06/40	ROP	RBD	
CARD BOX	1111, 1112	0263	FRANCE	6/06/90	903604	5/30/91	910023	D	1/06/41	ROP	RBD	
LETTER TRAY	2151, 2152, 2153	0304	FRANCE	1/04/91	910023	7/29/91	912035	D	4/03/41	ROP	RBD	
LETTER TRAY	R2541	0318	FRANCE	4/03/91	912035	3/29/91	907226	D	11/21/40	ROP	RBD	
LETTER TRAY RISER	2132	0319	FRANCE	11/21/90	907226	12/07/90	904866	D	7/27/40	ROP	RBD	
NOTE PAD HOLDER/DISPENSER	2117, 1071	0248	FRANCE	7/27/90	904866	6/20/89	881958	D	3/24/13	ROP	RBD	
PAPER CLIP HOLDER	1077	0092	FRANCE	3/24/88	881958	8/20/90	903086	D	2/06/40	ROP	RBD	
SERVING TRAY ASSEMBLY	2013, 1956	0194	FRANCE	2/06/90	900810	10/22/90	903086	D	5/14/40	ROP	RBD	
STATION SUP CASE CLIP BRD	1076	0215	FRANCE	5/14/90	903086	7/29/91	912034	D	4/03/41	ROP	RBD	
VERTICAL LETTER TRAY		0317	FRANCE	4/03/91	912034	8/07/86	1037995	D	8/07/01	ROP	RBD	BASED ON UK REGISTRATION
CARD FILE	1094	0060	HONG KONG	11/11/86	1037995	8/07/86	1037882	D	8/07/01	ROP	RBD	BASED ON UK REGISTRATION
COMPARTMENTED FILE BOX		0055	HONG KONG	11/06/86	1037882	8/07/86	1037881	D	8/07/01	ROP	RBD	BASED ON UK REGISTRATION
DESK TOP ORGANIZER TRAY		0052	HONG KONG	8/07/86	1037881	8/07/86	1037994	D	8/07/01	ROP	RBD	BASED ON UK REGISTRATION
LETTER TRAY	1083	0053	HONG KONG	11/11/86	1037994	8/07/86	8736	D	8/16/04	ROP	RBD	BASED ON UK REGISTRATION
SERVING TRAY ASSEMBLY	2013, 1956	0194	IRELAND	2/15/90	5490	8/16/89	62727	D	1/09/06	ROP	RBD	
LETTER TRAY RISER	2132	0319	ITALY	1/09/91	91000010	11/15/95		DP		ROP	RBD	
SERVING TRAY ASSEMBLY	2013, 1956	0194	ITALY	2/15/90	20637			DP		ROP	RBD	
VERTICAL LETTER TRAY		0317	ITALY	4/23/91	910008338			DP		ROP	RBD	
NOTE PAD HOLDER/DISPENSER	2117, 1071	0248	NEW ZEALAND	7/13/90	23360	2/09/90	23368	D	2/09/05	ROP	RBD	AMENDED: ATTACHE CASE
A CASE	1114	0259	UNITED KINGDOM	5/11/90	2006739	1/19/90	2006739	D	1/19/15	ROP	RBD	
PAPER CLIP HOLDER	1077	0092	UNITED KINGDOM	4/06/88	1049717	10/19/87	1049717	D	10/19/02	ROP	RBD	
TRAY ASSEMBLY		0194	UNITED KINGDOM	2/12/90	2004650	8/16/89	2004650	D	8/16/14	ROP	RBD	AMENDED