

07-14-2000

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Docket No.:

227



Tab settings

attached original documents or copy thereof.

To the Honorable Commissioner of Patents

101404075

MRD 5-30-00

1. Name of conveying party(ies):

Koh-I-Noor, Inc.



2. Name and address of receiving party(ies):

Name: Sanford, L.P.

Internal Address:

Street Address: 2711 Washington Blvd

City: Bellwood State: IL ZIP: 60104

- Individual(s)
- General Partnership
- Corporation-State New Jersey
- Other

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U.S. Patent & TMO/TM Mail Rcpt Dt. #11

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

Additional names(s) of conveying party(ies) Yes No

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

3. Nature of conveyance:

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

Execution Date: December 31, 1998

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,474,119
1,568,263

Additional numbers Yes No

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

Name: Leonard D. DuBoff

Internal Address: DuBoff Dorband Cushing & King.

Street Address: 6665 SW Hampton Street, Suite 201

City: Portland State: OR ZIP: 97223

6. Total number of applications and registrations involved:..... 2

7. Total fee (37 CFR 3.41):.....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

07/14/2000 HTHAII 00000021 1474119

01 FC:481 40.00 OP
02 FC:482 25.00 OP

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.

Leonard D. DuBoff

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and

5

ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

This Assignment of Intellectual Property Assets ("Assignment") is by and between Koh-I-Noor Inc., a New Jersey corporation ("Assignor"), and Sanford, L.P., an Illinois limited partnership ("Assignee").

WHEREAS, Assignor has acquired an interest in various intellectual property assets in the course of its business and desires to transfer such assets to Assignee, and Assignee desires to acquire those assets; and

WHEREAS, Assignor is the owner of all right, title and interest in and to the foreign and United States federal trademark and service mark registrations and applications therefor (collectively, the "Marks") listed in Schedule A; and

WHEREAS, the Assignor owns all right, title and interest in and to the foreign and United States patents and utility models and applications therefor listed in Schedule B hereto, and all reissues, divisions, continuations, continuations-in-parts, extensions, and reexaminations thereof or thereon (hereinafter, collectively, the "Patents"); and

WHEREAS, Assignee is desirous of acquiring all of Assignor's right, title and interest in and to all Marks and Patents (together, the "ASSETS"), and Assignor agrees to cause the same to be assigned; and

NOW, THEREFORE, in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby 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 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.
3. 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.
4. The Assignor hereby requests that the appropriate patent, trademark or other government offices record this Assignment and issue a new certificate of registration in the Assignee's name.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment this 31 day of December, 1998.

KOH-I-NOOR INC.

By: Robert A. Jones
Its: President

STATE OF ILLINOIS)
) SS:
COUNTY OF COCK)

On this 31 day of December 1998, before me appeared Robert Jones, who, being by me duly sworn, did say that he is the President of Koh-I-Noor Inc., a corporation of the State of New Jersey, 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.

Christine R. delPrado

Notary Public

My commission expires: 2-26-03



SCHEDULE A

TRADEMARKS

TRADEMARK	COUNTRY	REG. NO:	DATE REG.
PENTALIC	USA	1,474,119	1/26/88
PENTALIC WOODLESS PENCILS	USA	1,568,263	11/28/89