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1 1998

To the Honorable Commissioner of

attached original documents or copy thereof.

1. Name of conveying party(ies):

Rubbermaid Commercial Products Inc.

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

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

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 designation is attached: Yes No

(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date: June 12, 1997

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1194315
1235720
1267212

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: Foley & Lardner

777 East Wisconsin Avenue

City: Milwaukee State: WI ZIP: 53202

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

05/13/1998 55MITH 00000275 1194315

DO NOT USE THIS SPACE

01 FC 481 40.00 DP
02 FC 482 50.00 DP

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

April 27, 1998
Date

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

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's subsidiary Rubbermaid Commercial Products Inc. ("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.

6. 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 12th day of June, 1997.

RUBBERMAID COMMERCIAL PRODUCTS INC.

By: James A. Morgan
Its: Vice President

- 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 Vice President of RUBBERMAID COMMERCIAL PRODUCTS INC., a corporation of the State of Delaware, 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 S. Thomas
Notary Public)
SHERYL S. THOMAS
Notary Public, State of Ohio
My commission expires: My Commission Expires Jan 28, 2002

Foreign Marks Schedule A

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ROP FOREIGN TRADEMARKS OWNED BY ROP

6/11/97

Name	Country	Status	Class No	Class Desc	App Date	Ser No	Iss Date	Reg No	Back Date	User	Owner	Remarks
BOX OFFICE	CANADA	R		STATIONERY & BUSINESS SUPPLY PRO	11/25/86	573564	6/03/88	341250	5/03/03	ROP	ROP	
QUICKSNAP	CANADA	R		VERTICAL LTR ORGANIZER FILE	11/25/86	573518	10/23/87	333415	9/23/02	ROP	ROP	

TRADEMARK REEL: 1725 FRAME: 0608

Federal Patents

Schedule A

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RCP US PATENTS OWNED BY RCP

6/11/97

Name	Prod Code	Case No.	Country	File Date	Serial #	Issue Date	Patent No	Type	Expir Date	Use Own	Remarks
ADJ CRT SUPPORTING STAND	2015	0013	USA	1/25/85	695140	8/04/87	291204	D	8/04/01	RCP RCP	
ADJUSTABLE WORK SURFACE	2020	0016	USA	1/25/85	695139	10/20/87	292352	D	10/20/01	RCP RCP	
HANGER BAG/NET/POCKET FIL	2537		USA	8/17/81	293379	5/29/84	214037	D	5/29/98	RCP RCP	
NOTE PAD HOLDER	2133, 2143	0072	USA	10/24/86	923717	10/10/89	303993	D	10/10/03	RCP RCP	
SERVING TRAY	2013, 1956	0194	USA	8/16/89	394435	6/23/92	327200	D	6/23/06	RCP RCP	AMENDED FROM ASSEMBLY
STGE RACK/FLOPPY DISK	2056		USA	1/16/84	570896	10/14/86	286120	D	10/14/00	RCP RCP	
TAPE DISPENSER	2138	0071	USA	10/24/86	923716	10/11/88	298042	D	10/11/02	RCP RCP	
TWO-STEP STEPSTOOL	2524	0149	USA	8/24/88	235561	10/27/92	310462	D	10/27/06	RCP RCP	
TYPIST'S COPY STAND	1818, 1819		USA	7/12/82	397513	8/20/85	280218	D	8/20/99	RCP RCP	
VIDEO DISPLAY TERM STAND	2025	0018	USA	2/20/85	703378	6/09/87	290199	D	6/09/01	RCP RCP	

Foreign Patents Schedule A

ROP FOREIGN PATENTS OWNED BY RCP Page 1

6/11/97

RECORDED: 05/04/1999

Name	Prod Code	Case No.	Country	File Date	Serial No	Issue Date	Patent No	Type	Expir Date	Use Own	Remarks
TWO-STEP STEP STOOL	2324	0149	CANADA	10/31/88	31108815	8/29/89	63955	D	8/29/99	RCP	RCP
ADJ CANTILEVERED WORK SUR	2020	0014	FRANCE	5/06/85	852109	5/06/85	852109	D	5/06/10	RCP	RCP
ADJ CRT SUPPORTING STAND	2015	0013	FRANCE	5/06/85	852109	5/06/85	852109	D	5/06/10	RCP	RCP
NOTE PAD HOLDER	2133, 2143	0072	FRANCE	1/15/87	870158	12/21/87	870158	D	1/15/12	RCP	RCP
STGE DEVICE/FLOPPY DISK			FRANCE	6/25/84	842820	6/25/84	842820	D	6/25/94	RCP	RCP
TAPE DISPENSER	2138	0071	FRANCE	1/15/87	870158	12/21/87	870158	D	1/15/12	RCP	RCP
VIDEO DISPLAY TERM STAND	2025	0018	FRANCE	7/09/85	853256	7/09/85	853256	D	7/09/95	RCP	RCP
STGE DEVICE/FLOPPY DISK			GERMANY	7/06/84	8868	7/06/84	22803	D	7/06/99	RCP	RCP
STGE DEVICE/FLOPPY DISK			ITALY	7/04/84	2247784	1/31/86	40193	D	7/04/99	RCP	RCP
ADJ CRT SUPPORTING STAND	2015	0013	JAPAN	5/15/85	60198519736	3/25/94	900841	D	3/25/09	RCP	RCP
STGE DEVICE/FLOPPY DISK			UNITED KINGDOM	6/14/84	1020308	11/23/84	1020308	D	11/23/99	RCP	RCP

TRADEMARK REEL: 1725 FRAME: 0610