

RE

08-18-1998

1 SHEET
-Y

Tab settings ▼



100757509

attached original documents or copy thereof.

MKD 8/11/98

Effective

To the Honorable Commissioner of

1. Name of conveying party(ies):

PEN & PENCIL, INC.

- Individual(s)
- General Partnership
- Corporation-State (ILLINOIS)
- 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: December 31, 1996

2. Name and address of receiving party(ies)

Name: SANFORD, L.P.

Internal Address: 2711 Washington Blvd.

Street Address: 2711 Washington Blvd.

City: Bellwood State: IL ZIP: 60104

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

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

A. Trademark Application No.(s)

2,010065

B. Trademark Registration No.(s)

(see attached schedule)

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: 967

(Fee for 1 registration to be corrected)

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

06-1447

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

DO NOT USE THIS SPACE

Charge 40.00 fee

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

August 10, 1998

Date

6

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

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

TRADEMARK

REEL: 1740 FRAME: 0398

SANFORD CORPORATION
UNITED STATES TRADEMARK REGISTRATIONS

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
PREMIUM	70,510	September 8, 1908
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SANFORD'S (Stylized)	407,037	May 16, 1944
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MR. SKETCH	791,853	June 29, 1965
MAJOR ACCENT	797,227	October 5, 1965
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BIG SIG	817,808	November 1, 1966
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EXPO	865,009	February 18, 1969
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GHOST WRITER	976,396	January 8, 1974
SANFORD'S	999,479	December 17, 1974
SANFORD'S (& Design)	1,002,426	January 28, 1975
GLAD RAGS	1,056,823	January 25, 1977
MEAN STREAK	1,083,498	January 24, 1978
MAGNUM 44 (& Design)	1,090,875	May 9, 1978
COLOROSIN PC	1,091,809	May 23, 1978

SANFORD CORPORATION
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SOLVENE	1,105,404	November 7, 1978
POM STAMPER	1,110,013	December 26, 1978
CALLIGRAPHIC (Stylized)	1,138,747	August 19, 1980
ROLL-ON (& Design)	1,148,013	March 3, 1981
PENGUIN	1,148,907	March 24, 1981
SPINNAKER	1,167,277	September 1, 1981
EXPO TICKLER (Stylized)	1,245,836	July 19, 1983
PENIT	1,354,023	August 13, 1985
SILVER COAT	1,361,845	September 24, 1985
GOLD COAT	1,361,846	September 24, 1985
DISKRIBE	1,361,857	September 24, 1985
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IMPRESTO	1,409,383	September 16, 1986
SCAN ACCENT	1,432,925	March 17, 1987
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SANFORD (& Design)	1,717,366	September 22, 1992
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DIGIT	1,788,146	August 17, 1993
TECHNICIAN	1,789,395	August 24, 1993
ZEZE	1,789,396	August 24, 1993
EXTEND	1,794,953	September 28, 1993
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TUFF STUFF	1,884,854	March 21, 1995
MARKAWAY	1,953,439	January 30, 1996
FURYS	1,974,298	May 14, 1996
AFFECTS	1,978,893 ←	June 4, 1996
CHILLS	1,986,217	July 9, 1996

**SANFORD CORPORATION
UNITED STATES TRADEMARK REGISTRATIONS**

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EFFECTS	1,989,138	July 23, 1996
CLICKSTER	1,989,270	July 23, 1996
WRITE WORX	1,998,684	September 3, 1996
PINK PET	2,101,065 2010065	October 22, 1996
SILHOUETTE	2,041,454	February 25, 1997
PRINCIPALS	2,058,325	April 29, 1997

**SANFORD CORPORATION
UNITED STATES PENDING TRADEMARK APPLICATIONS**

<u>TRADEMARK</u>	<u>APPLICATION NO.</u>	<u>APPLICATION DATE</u>
LIGHTS	75/057,829	February 14, 1996
SHATTERS	75/148,612	August 12, 1996
PLAY IT HARD	75/148,624	August 12, 1996
BEADS	75/148,702	August 12, 1996
FOILS	75/148,933	August 12, 1996
SANFORD READY-FLOW INK	75/163,632	September 10, 1996
MARK WHATEVER YOU WANT	75/163,703	September 10, 1996
PHD	75/197,320	November 13, 1996
CRANKER	75/204,997	November 27, 1996
SPLAT	75/205,209	November 27, 1996
SPLITS	75/220,354	January 2, 1997
NUBBS	75/220,589	January 2, 1997

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TRADEMARK
REEL: 1740 FRAME: 0401

06-11-1997



COVER SHEET ONLY

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

MAY 30 1997

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To the Honorable Commission

100434290

and the attached original

RECEIPT ACCOMPANIES

1. Name of conveying party(ies):

PEN & PENCIL, INC.

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

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

2. Name and address of receiving party(ies)

Name: SANFORD, L.P.

Internal Address: 2711 Washington Blvd.

Street Address: 2711 Washington Blvd.

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

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

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

Execution Date: December 31, 1996

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

(See Attached Schedule)

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, WI 53202-5367

Street Address: Foley & Lardner

777 East Wisconsin Avenue

City: Milwaukee State: WI ZIP: 53202

6. Total number of applications and registrations involved:

86

7. Total fee (37 CFR 3.41).....\$ 2,255.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

000000

000000

(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

May 29, 1997

Date

Total number of pages including cover sheet, attachments and document: 6

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

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS, dated as of December 31, 1996 is being delivered by Pen & Pencil, Inc., an Illinois corporation ("Assignor"), to SANFORD, L.P., an Illinois Limited Partnership ("Sanford").

WHEREAS, Assignor has agreed to assign to Sanford its U.S. Intellectual Property pursuant to that certain Limited Partnership Agreement of Sanford, L.P. between Assignor and Sanford, dated as of December 31, 1996 (the "Agreement");

WHEREAS, Assignor has adopted, used and is using the trademarks, service marks, tradenames and logos, and registrations thereof and applications therefore in the U.S. Patent and Trademark Office (all of the foregoing being collectively referred to herein as the "Trademarks"), which are listed on Schedule A annexed hereto;

WHEREAS, subject to the terms and conditions of the Agreement, Assignor desires to transfer and assign to Sanford, and Sanford desires to accept the transfer and assignment of, all of Assignor's right, title and interest in, to, and under the Trademarks listed on Schedule A annexed hereto and incorporated herein by reference, together with the goodwill of the business associated therewith and which is symbolized thereby.


NOW THEREFORE, as set forth in the Agreement, Assignor for and in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby transfer and assign to Sanford, and Sanford hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in, to and under the Trademarks, together with the goodwill of the business associated therewith and that is symbolized thereby, and any and all applications, registrations, and renewals thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, including the right to sue and collect damages for any past infringements of same, to be held and enjoyed by Sanford, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment of Trademarks not been made.

TO HAVE AND TO HOLD, unto Sanford, its successors and assigns, FOREVER.

Where Federal law does not apply to this Assignment of Trademarks, this Assignment shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to the principles of conflicts of laws thereof.

In the event that any one or more of the provisions contained herein or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality or unenforceability shall not affect any other provision of this Assignment of Trademarks or any other such instrument.


PEN & PENCIL, INC.

By: 
Dale L. Matschullat,
Vice President

Accepted:

SANFORD, L.P.

By: NEWELL OPERATING COMPANY, GENERAL PARTNER

By: 
Dale L. Matschullat,
Vice President

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