

09-01-1998



100804241

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Change of Name
- Other

Effective Date
Month Day Year
12/24/97

Conveying Party

Mark if additional names of conveying parties attached

Name IDEAL SCHOOL SUPPLY CORPORATION

Execution Date
Month Day Year
12/24/97

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other

Citizenship/State of Incorporation/Organization DELAWARE

Receiving Party

Mark if additional names of receiving parties attached

Name CREATIVE PUBLICATIONS, INC.

DBA/AKATA

Composed of

Address (line 1) TWO PRUDENTIAL PLAZA

Address (line 2) Suite 1175

Address (line 3) CHICAGO IL 60601

- Individual General Partnership Limited Partnership
- Corporation Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization DELAWARE

FOR OFFICE USE ONLY

PTK:INS 00000078 75264885

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet (S) to
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

REF: 1775 REGIME: 0413

MRD 8-24-98

Domestic Representative Name and Address Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75264885"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1778192"/>	<input type="text" value="1475902"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1777833"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1793460"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Michelle L. Blackmon
Name of Person Signing

Michelle L. Blackmon
Signature

08/24/98
Date Signed

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Creative Publications and Design	1,777,833	June 22, 1993
Creative Publications	1,773,192	June 22, 1993
Creative Publications	1,793,460	September 21, 1993
Creative Publications (Stylized)	1,475,902	February 9, 1988

STATE REGISTRATIONS

Creative Publications (stylized)	4,027 California	December 24, 1975
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SCHEDULE B

U.S. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
HOT WORDS HOT TOPICS	75,264,885	March 27, 1997

ASSIGNMENT

THIS ASSIGNMENT (the "Assignment") is made and entered into as of this 24th day of December, 1997, ("Effective Date"), by and between Ideal School Supply Corporation, a Delaware corporation, with its principal office at 2400 Turner Avenue, NW, Grand Rapids, MI 49501 ("Assignor"), and Creative Publications, Inc., a Delaware corporation, with its principal office at Two Prudential Plaza, Suite 1175, Chicago, IL 60601 ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under the trademarks and the United States and state trademark registrations and applications for registration identified and set forth on Schedules A and B, respectively, including variations thereof, and all unregistered trademarks and trade names and assumed names, of Assignor used exclusively in or by the Creative Publications division of Assignor prior to the Effective Date, including variations thereof (collectively, the "Trade/Assumed Names"), and the goodwill of the business associated therewith; and

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Marks and the Trade/Assumed Names together with the goodwill of the business in connection with which the Marks and the Trade/Assumed Names are used;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee the entire right, title and interest in and to the Marks and the Trade/Assumed Names together with the goodwill of the business in connection with which the Marks and the Trade/Assumed Names are used, and all registrations and applications therefor, in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made; together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks and the Trade/Assumed Names, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner thereof.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks or the Trade/Assumed Names; (2) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Marks or the Trade/Assumed Names, including, but not limited to, testifying as to any facts relating to the Marks

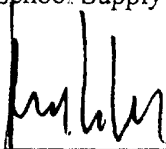
TMUS12

TRADEMARK
REEL: 1775 FRAME: 0419

and Trade/Assumed Names assigned herein and this Assignment; (3) in obtaining any additional trademark protection for the Marks or any of the Trade/Assumed Names that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) in the implementation or perfection of this Assignment.

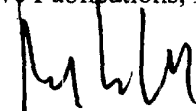
IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 24th day of December, 1997.

Ideal School Supply Corporation

x 

Name: Mark Hianik
Title: Assistant Secretary

Creative Publications, Inc.

x 

Name: Mark Hianik
Title: Assistant Secretary

SIDLEY & AUSTIN
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

DALLAS
LOS ANGELES
NEW YORK

ONE FIRST NATIONAL PLAZA
CHICAGO, ILLINOIS 60603
TELEPHONE 312 853 7000
FACSIMILE 312 853 7036

FOUNDED 1866

WASHINGTON, D.C.
LONDON
SINGAPORE
TOKYO

WRITER'S DIRECT NUMBER
(312) 853-4094

WRITER'S E-MAIL ADDRESS
JDonato@Sidley.com

August 24, 1998

TRADEMARK RECORDATION FORM COVER SHEET

Commissioner of Patents
and Trademarks
Box Assignments
Washington, D.C.

To the Honorable Commission of Patents and Trademarks. Please record the attached original documents or copy(ies) thereof.

1. Conveying Party(ies): Ideal School Supply Corporation
2. Receiving Party(ies): Creative Publications
Address: Two Prudential Plaza, Suite 1175
Chicago, IL 60601
3. Nature of conveyance: Assignment
Execution date of document: 12/24/97
4. Application number(s) or registration number(s):
 - A. Trademark Application No.(s): 75/264,885
 - B. Trademark Registration No.(s): 1,778,192
1,777,833
1,793,460
1,475,902

TRADEMARK
REEL: 1775 FRAME: 0421

Commissioner of Patents and Trademarks

August 24, 1998

Page 2

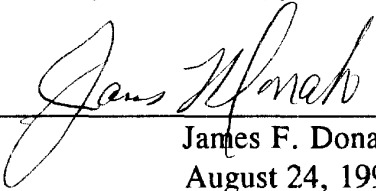
5. Correspondence concerning document should be mailed to:

Michelle L. Blackmon
Sidley & Austin
One First National Plaza
Chicago, Illinois 60603

6. Total number of applications and registrations involved: 5

7. Total Fee enclosed: \$140.00

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.

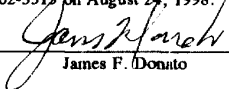


James F. Donato
August 24, 1998

Total number of pages comprising this cover sheet: 8

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service by Express Mail No. EM 77452090US in an envelope addressed to the Assistant Commissioner for Trademarks, Box Assignments, 22202-3513 on August 24, 1998.



James F. Donato