

RECORDED  
02-16-1999

To the Honorable Commission

with the attached original documents or copy thereof.

62-11-7  
MLO 2-11-99

100969436

1. Name of conveying party(ies):  
 Nielsen & Bainbridge  
 40 Eisenhower Drive  
 Garden City, NY 11530

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

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

3. Nature of conveyance:  
 Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

Execution Date: January 15, 1999

Name and address of receiving party(ies):  
 Name: Nielsen & Bainbridge L.L.C.  
 Internal Address: \_\_\_\_\_  
 Street Address: 40 Eisenhower Drive  
 City: Paramus                      State: NJ                      ZIP: \_\_\_\_\_

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other Limited Liability Corporation

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 registration number(s):

A. Trademark Application No.(s)  75/554,156	B. Trademark registration No.(s)  
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Additional numbers attached?     Yes     No

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

Name: Joan L. Long  
 Internal Address: Mayer, Brown & Platt  
P.O. Box 2828  
 Street Address: \_\_\_\_\_  
 City: Chicago                      State: IL                      ZIP: 60690-2828

6. Total number of applications and registrations involved: 1

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

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
13-0019  
 (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.*

Joan L. Long                      [Signature]                      2/10/99  
 Name of Person Signing                      Signature                      Date

Total number of pages comprising cover sheet: 3

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

02/12/1999 DNGUYEN 00000300 75554156	Commissioner of Patents and Trademarks	
01 FC:481	Box Assignments	
40.00 OP	Washington, D.C. 20231	

Public burden reporting for this sample sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington D.C. 20503.

**U.S. TRADEMARK ASSIGNMENT  
OF NIELSEN & BAINBRIDGE**

THIS TRADEMARK ASSIGNMENT is made this 15<sup>th</sup> day of JANUARY, 1999 by NIELSEN & BAINBRIDGE, a New York corporation ("ASSIGNOR") and NIELSEN & BAINBRIDGE L.L.C., a Delaware limited liability company ("ASSIGNEE").

WHEREAS, ASSIGNOR is the owner of all right, title and interest in the trademark application identified in the attached Schedule A (the "TRADEMARK"); and

WHEREAS, ASSIGNOR desires to assign all right, title and interest in the TRADEMARKS to ASSIGNEE and ASSIGNEE desires to acquire all of ASSIGNOR's right, title and interest in, to and under the TRADEMARK.

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, its successors, legal representatives and assigns, all of ASSIGNOR's right, title and interest in and to the TRADEMARK together with the goodwill of the business associated with said TRADEMARK and registrations thereof (including, without limitation, all proceeds thereof and the rights to sue for past, present and future infringements), the same to be held and enjoyed by ASSIGNEE, for its own use and on behalf of its successors, legal representatives and assigns, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR, had this sale and assignment not been made.

NIELSEN & BAINBRIDGE

By: 

**SCHEDULE OF  
NIELSEN & BAINBRIDGE U.S. TRADEMARK**

<u>MARK</u>	<u>SERIAL NO.</u>	<u>GOODS</u>
CANTERBURY MATBOARD	75/554,156	Art material products and matboard products, namely, pre-cut mats and frame mounts and other boards for use in mounting and framing artwork and photographs, namely, carboards, matboards, core matboards, presentation mounts, heat activated adhesion foam boards, process boards, illustration boards, laserline boards, showcard boards and newsboards.

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\*\* TOTAL PAGE.023 \*\*

**TRADEMARK****RECORDED: 02/10/1999****REEL: 1854 FRAME: 0426**