

Box ASSIGNMENTS
Hon. Commissioner of Patents and Trademarks
Washington, DC 20231

MAD
1-18.00

02-02-2000



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Sir: Please record the attached original assignment, having the following particulars:

Attorney Docket: 0066-075

Application No: 75294730

Registration Nos.: 1587727, 1625442, 1501304, 733790, 1408476, 1262953, 894621, 1764445,
1936163, 504631, 664735, 710273, 405163, 93442, 405204, 1146116,
1202002, 405161, 1430236, 814022, 813625, 665993, 2080870, 692271,
613177, 853666, 996758, 1220863, 1030057, 1491100, 948796, 724228,
733792, 874976, 1459212.

Assignor(s): SANFORD, L.P., an Illinois limited partnership

Assignee(s): CHARTPAK, INC., a Delaware corporation

Address of assignee(s): One River Road, Leeds, MA 01053

Nature of enclosed document: Assignment of Intellectual Property Assets

Total number of applications/registrations involved: 36

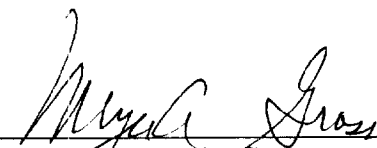
Amount of fee enclosed: \$915.00
(Please charge any deficiency to deposit account No. 19-0748)

Date of execution of enclosure: September 2, 1999

All correspondence, including *the recorded document should be sent to the address at the bottom* .

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.

Date: September 28, 1999


Name: Meyer A. Gross
Reg. No.: 22,036

10/04/1999 MTHAI1 00000200 75294730

1) EC:481
2) Total number of pages, 40.00 ~~including~~ DP
cover sheet, attachments, and document: 8

ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

This **ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS** (this "Assignment") is made and entered into this 2nd day of September, 1999 by SANFORD, L.P., an Illinois limited partnership ("Assignor") and CHARTPAK, INC., a Delaware corporation ("Buyer").

WHEREAS, Assignor and Buyer have entered into that certain Asset Purchase and Sale Agreement of even date herewith (the "Purchase Agreement"). All capitalized terms used herein but not otherwise defined shall have the meanings given them in the Purchase Agreement; and

WHEREAS, under the Purchase Agreement, Buyer agreed to purchase the Assets; and

WHEREAS, Assignor is the owner of all right, title and interest in and to the United States federal trademark and service mark registrations and applications therefor related exclusively to the Selected Product Lines as listed in Schedule A hereto (collectively, the "Trademarks"); and

WHEREAS, Assignor is the owner of all right, title and interest in and to the United States patents and applications therefor related exclusively to the Selected Product Lines as listed in Schedule B hereto (collectively, the "Patents"), and all U.S. reissues, divisions, continuations, continuations-in-parts, extensions, and reexaminations thereof or thereon; and

WHEREAS, Buyer is desirous of acquiring all of Assignor's right, title and interest in and to the Trademarks and Patents (collectively, the "Intellectual Property Assets"), and Assignor 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 Assignor to have been received in full:

1. Assignor does hereby sell, convey, assign and transfer to Buyer all of its right, title and interest in, to and under all Intellectual Property Assets, together with the goodwill symbolized by such Intellectual Property Assets, including the full right to sue for infringement of such Intellectual Property Assets, these rights to be held and enjoyed by Buyer 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. 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. Assignor hereby covenants and agrees that it will cooperate with Buyer to effect the transfer contemplated hereby and Buyer's rights in the Intellectual Property Assets. Assignor's cooperation shall include prompt production of documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance relating to the Intellectual Property Assets, including the registration, renewal and enforcement thereof, provided, however, that the expense incurred by Assignor in providing such cooperation shall be paid for by Buyer.

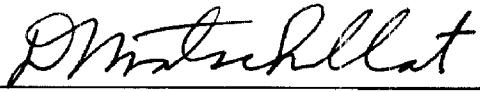
4. The terms and covenants of this Assignment shall inure to the benefit of Buyer, its successors and assigns and other legal representatives, and shall be binding upon Assignor, its respective heirs, legal representatives and assigns.

5. Assignor hereby requests that the appropriate patent, trademark or other government offices record this Assignment and issue a new certificate of registration in Buyer's name.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment, as of the date first written above.

SANFORD, L.P.

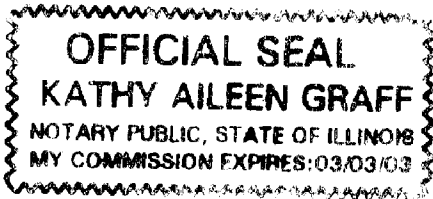
**By: Newell Operating Company,
a Delaware corporation, General Partner**

By: 

Dale L. Matschullat
Vice President - General Counsel

STATE OF ILLINOIS)
) SS:
COUNTY OF *Winnebago*)

On this 2 day of September, 1999, before me appeared Dale L. Matschullat, who, being by me duly sworn, did say that he is the Vice President - General Counsel of Newell Operating Company, 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.



Kathy Aileen Graff

Notary Public

My commission expires: March 3, 2003

SCHEDULE A**TRADEMARKS****U.S. Trademarks**

Trademark	Country	Reg. No./App. No.	Date Reg./App.
ARTIST COLOR	U.S.	1,587,727	3/20/90
ARTPENCIL	U.S.	1,625,442	11/27/90
DELPEL	U.S.	1,501,304	8/23/88
DOUBLE-ENDER	U.S.	733,790	7/3/62
DPP	U.S.	1,408,476	9/9/86
DRY DOUBLE SEAL	U.S.	1,262,953	1/3/84
DUETTE	U.S.	894,621	7/14/90
EASYPLOT	U.S.	1,764,445	4/13/93
EASYPLOT PLUS	U.S.	1,936,163	11/14/95
HARDTMUTH	U.S.	504,631	12/7/48
KOH-I-BALL	U.S.	664,735	7/22/58
KOH-I-LAR	U.S.	710,273	1/24/61
KOH-I-NOOR (emblem)	U.S.	405,163	1/11/44
KOH-I-NOOR	U.S.	93,442	9/16/13
KOH-I-NOOR	U.S.	405,204	1/11/44
KOH-I-NOOR EDUCATOR	U.S.	1,146,116	1/20/81
KOH-I-NOOR RAPIDOGRAPH (design)	U.S.	1,202,002	7/20/82
OUTLINE	U.S.	405,161	1/11/44
POLYMAX	U.S.	1,430,236	2/24/87
PROJECTO-COLOR	U.S.	814,022	8/30/66
QUIK-BRUSH	U.S.	75/294,730	5/19/97
RAPIDO-EZE	U.S.	813,625	8/23/66
RAPIDO-GUIDE	U.S.	665,993	8/19/58
RAPIDO-JET	U.S.	2,080,870	7/22/97

TRADEMARK

REEL: 002015 FRAME: 0260

Trademark	Country	Reg. No./App. No.	Date Reg./App.
RAPIDOGRAPH	U.S.	692,271	2/2/60
RAPIDOGRAPH	U.S.	613,177	9/27/55
RAPIDOMAT	U.S.	853,666	7/30/68
RAPIDOMAT	U.S.	996,758	10/29/74
RAPIDOMATIC	U.S.	1,220,863	12/21/82
RAPIDOMETRIC	U.S.	1,030,057	1/13/76
RAPIDOPLOT (stylized)	U.S.	1,491,100	6/7/88
RAPIDDRAW	U.S.	948,796	12/19/72
TECHNIGRAPH	U.S.	724,228	11/21/61
TECHNOGRAPH	U.S.	733,792	7/3/62
TECHNOS	U.S.	874,976	8/19/69
ULTRADRAW	U.S.	1,459,212	9/29/87