

06-01-2000

HEET

5-16-00



To the Commissioner of Patents and T

al documents or copy thereof.

1. Name of conveying party(ies):

101371149

ress of receiving party(ies):

Polaroid Corporation

Minnesota Mining and Manufacturing Company
3M Center, 2501 Hudson Road
St. Paul, Minnesota 55144-1000

- Individuals
- General Partnership
- Corporation-State of Delaware
- 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

- Individual(s) citizenship
- General Partnership
- Corporation-State of Delaware
- Other:
- Association
- Limited Partnership

Execution Date: November 22, 1999

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No
(Designations must be separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)/ Mark(s)

75/441,578
75/442,289

B. Trademark Reg. No.(s)/Mark(s)

1,147,994 1,864,590
1,355,159 1,933,824
1,660,322 2,056,332

Additional numbers attached? Yes No

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

Name: James F. Voegeli
Address: MERCHANT & GOULD P.C.
P.O. Box 2910
Minneapolis, MN 55402-0910

6. Total number of applications and trademarks involved: 8

7. Total fee (37 CFR 3.41): \$215.00
 Enclosed
 Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

05/31/2000 JSHBAZZ 00000106 75441578

01 FC:481 40.00 DP
02 FC:482 175.00 DP

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.

James F. Voegeli

Name of Person Signing

James F. Voegeli
Signature

5/10/00
Date

Total number of pages including cover sheet, attachments, and document: 3

Do not detach this portion

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

Commissioner for Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover 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

TRADEMARK
REEL: 002081 FRAME: 0411

TRADEMARK ASSIGNMENT

Polaroid Corporation, a Delaware corporation ("Polaroid"), for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, hereby assigns and agrees to assign all its right, title and interest in and to the trademarks, trademark registrations, and trademark applications listed on the attached Schedule 2.1(e), together with the goodwill of the business symbolized by the trademarks, trademark registrations and trademark applications, to Minnesota Mining and Manufacturing, a Delaware corporation ("Buyer"), including all registrations which may issue upon such applications and all renewals of registration thereof, and all rights therein as provided by law, multinational treaties or conventions. It shall be the responsibility of Buyer to prepare the necessary recordal documents and to record the assignment in each country specified on the attached Schedule. Polaroid agrees to assist Buyer, at Buyer's expense, to execute the necessary documents to record the assignment in each country.

The assignment is in accordance with the provisions of the Asset Purchase Agreement dated November 22, 1999 by and among Polaroid Corporation and Buyer.

IN WITNESS WHEREOF, Polaroid has caused this Trademark Assignment to be executed in its name this 22nd day of November, 1999.

Polaroid Corporation

By: Andra S. Bolotin

Name: Andra S. Bolotin

Title: Director, Corporate Business Development

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF MIDDLESEX

On this 22nd day of November 1999, before me personally appeared Andra S. Bolotin, the person who signed this instrument, who acknowledged that she signed it as a free act on behalf of Polaroid Corporation.

Janice E. Jewell
Notary Public

Trademarks – Schedule 2.1(e)

MARKS TO BE ASSIGNED

GRANTOR = POLAROID CORPORATION

<u>MARK</u>	<u>COUNTRY</u>	<u>STATUS</u>	<u>APP/REG. NUMBER</u>	<u>APP/REG. DATE</u>	<u>CLASSES</u>	<u>GOODS/SERVICES</u>
AG 400	United States	Pending	75/442289	02/27/1998	9	Contour Fit Contrast Enhancement Filters for Video Display Terminals. * "Contour" is misspelled in the application as "Countour", but we will try to correct this upon filing the Statement of Use.
CP-50	United States	Registered	1355159	08/20/1985	9	Contrast Enhancement Filters for Use on Video Display Terminals.
CP-60	United States	Registered	1864590	11/29/1994	9	Contrast Enhancement Filters for Use on Video Display Terminals.
CP-70	United States	Registered	1147994	03/03/1981	9	Contrast Enhancement Filters
CP-75	United States	Registered	2056332	04/22/1997	9	Contour Fit Contrast Enhancement Filters for Video Display Terminals.
CP-80	United States	Registered	1933824	11/07/1995	9	Contrast Enhancement Filters for Video Display Terminals
CP-90	United States	Registered	1660322	10/08/1991	9	Contrast Enhancement Filters for Use on Video Display Terminals
PRIVACY PLUS	United States	Pending	75/441578	02/27/1998	9	Contour Fit Contrast Enhancement Filters for Video Display Terminals. * "Contour" is misspelled in the application as "Countour", but we submitted the correct spelling upon filing the Statement of Use on 10/25/99.

*** We are in the process of recording our change of address in connection with the above-listed applications and registrations.**

In addition, to the extent, the Seller has any common law rights to the designations "Contour" and "Universal Gold", the Seller hereby transfers, assigns and conveys the same to the Buyer as of the Closing Date; provided, however, that notwithstanding anything to the contrary set forth in this Agreement, the Seller makes no representation, warranties or guarantees with respect to such designations.