

09-14-2000

FORM PTO-1594

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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

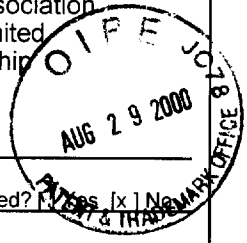
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Attorney Docket No. 6235.0149

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name(s) of conveying party(ies): SHO  
Stuart Hall Company, Inc.  
 Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation  
 Other: \_\_\_\_\_

2. Name(s) and address(es) of receiving party(ies):  
 Name: Pen-Tab Industries, Inc.  
 Address: 167 Kelley Drive  
Front Royal, VA 22630



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

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other: \_\_\_\_\_  
 Execution Date: August 20, 1998

Individual(s)  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation - Delaware  
 Other:  
 If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designation 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)  
See Schedule A

B. Trademark Registration No.(s)  
See Schedule A  
 Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Lynn M. Jordan, Esq.  
 Address: Finnegan, Henderson, Farabow,  
Garrett & Dunner, L.L.P.  
1300 I Street, N.W.  
Washington, D.C. 20005-3315

6. Total number of applications and registrations involved: 35  
 7. Total fee (37 CFR 3.41): \$ 890.00  
 Enclosed  
 Authorized to be charged to deposit account  
 Authorized to be charged to deposit account only if fee is deficient  
 8. Deposit account number:  
06-0916

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.

Lynn M. Jordan  
Name of Person Signing

Lynn Jordan  
Signature

August 29, 2000  
Date

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

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01 FC:481  
02 FC:482

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TRADEMARK  
REEL: 002135 FRAME: 0600

**Stuart Hall Company, Inc.**  
**Trademark/Service Mark Applications and Registrations**  
**Schedule A**

<i>Mark</i>	<i>Application Number</i>	<i>Application Date</i>	<i>Registration Number</i>	<i>Registration Date</i>
EXECUTIVE CLASSIC	75/180,868	10/15/1996		
EXECUTIVE CLASSIC	75/837,814	11/02/1999		
PEAK	75/177,638	10/07/1996		
ADVANCED SUPER PRODUCTS	73/570,532	11/26/1985	1,402,118	07/22/1986
BUILD YOUR OWN	75/066,068	03/01/1996	2,028,990	01/07/1997
DRI-POINT	73/007,106	11/23/1973	1,000,537	12/31/1974
EXECUTIVE	75/091,664	04/19/1996	2,059,127	05/06/1997
EXECUTIVE	74/569,961	09/06/1994	1,935,113	11/14/1995
EXECUTIVE ACCESSORIES	74/374,859	04/02/1993	1,990,490	07/30/1996
EXECUTIVE and Design	73/191,691	11/01/1978	1,141,302	11/11/1980
EXECUTIVE SUITE	74/471,860	12/14/1993	1,978,725	06/04/1996
FRENCH PASTELS	72/172,113	06/28/1963	777,420	09/22/1964
HEFTY LEFTY (Stylized)	73/351,768	02/25/1982	1,221,683	12/28/1982
KLEENERASE	72/038,098	09/30/1957	694,916	03/22/1960
MYSTIC PLACES	75/049,107	01/26/1996	2,094,272	09/09/1997

<i>Mark</i>	<i>Application Number</i>	<i>Application Date</i>	<i>Registration Number</i>	<i>Registration Date</i>
ORGANIZE IT	74/459,428	11/17/1993	1,918,821	09/12/1995
PEAK SELECT	75/177,590	10/07/1996	2,218,072	01/19/1999
PLAN IT EASY	74/656,179	04/05/1995	2,088,055	08/12/1997
POCKET LOCKER and Design	73/570,530	11/26/1985	1,398,506	06/24/1986
POCKET PACKER and Design	73/351,799	02/25/1982	1,214,816	11/02/1982
PROFESSIONAL PAPERS	74/720,929	08/25/1995	2,058,265	04/29/1997
Rectangular Boxes Design	73/639,271	01/12/1987	1,477,620	02/23/1988
SEAL-DRY	73/266,144	06/12/1980	1,192,774	03/30/1982
STUART HALL (Stylized)	71/612,043	03/30/1951	560,167	06/17/1952
STUART HALL and Crest Design	74/491,193	02/17/1994	1,878,646	02/14/1995
STUART HALL and Design	71/561,696	07/19/1948	517,020	10/25/1949
TECH	74/570,332	09/06/1994	2,014,751	11/12/1996
TECH LOCK	74/561,875	08/15/1994	1,927,684	10/17/1995
TECH LOCKERS	74/601,955	11/22/1994	2,009,000	10/15/1996
TECH SELECT	75/001,949	10/05/1995	2,091,942	08/26/1997
TEEN SCENE and Design	73/208,361	03/22/1979	1,140,374	10/14/1980
THE EDGE	74/471,455	12/16/1993	2,209,319	12/08/1998
WHEN YOU THINK OF WRITING THINK OF WHITING	72/444,483	12/26/1972	983,959	05/14/1974
WHITING'S	72/444,530	12/26/1972	995,303	10/08/1974
WRITE UPS (Stylized)	73/351,769	02/25/1982	1,221,684	12/28/1982

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT is made as of August 20, 1998 by and between Pen-Tab Holdings, Inc., a Virginia corporation ("Holdings"), and Pen-Tab Industries, Inc., a Delaware corporation ("Pen-Tab").

WHEREAS, Holdings has entered into a Stock Purchase Agreement with Newell Co. dated as of June 24, 1998 (the "Purchase Agreement") pursuant to which Holdings has agreed to purchase 100% of the capital stock of Stuart Hall Company, Inc. ("Stuart Hall"); and

WHEREAS, pursuant to Section 10.6 of the Purchase Agreement, Holdings may assign all of its rights to purchase the capital stock of Stuart Hall to one or more of its affiliates; and

WHEREAS, Holdings desires to assign to Pen-Tab its rights and obligations under the Purchase Agreement, and Pen-Tab desires to assume the rights and obligations of Holdings under the Purchase Agreement,

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

Section 1. Assignment. Holdings hereby contributes, transfers, assigns, conveys, ~~its~~ over and delivers to Pen-Tab, subject to the terms and conditions of the Purchase Agreement, ~~all~~ right, title, and interest of Holdings in and to the Purchase Agreement.

Section 2. Assumption. Pen-Tab hereby agrees to assume, pay, perform and ~~recharge~~ all liabilities, obligations and commitments of Holdings under the Purchase Agreement.

Section 3. Governing Law. This Agreement shall be governed by the ~~Internal~~ laws, and not the laws of conflicts, of the State of New York.

001351-001 K&F

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption Agreement on the date first above written.

PEN-TAB HOLDINGS, INC.

By: William Leary  
Name: William Leary  
Title: Vice President

PEN-TAB INDUSTRIES, INC.

By: William Leary  
Name: William Leary  
Title: Vice President

**Stuart Hall Company, Inc.**  
**Trademark/Service Mark Applications and Registrations**  
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