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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

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

03/07/2001 JJALLAH2 00000031 76015559

FOR OFFICE USE ONLY

01 FC:481 40.00 DP
02 FC:482 100.00 DP

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="76015559"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2291987"/>	<input type="text" value="2296325"/>	<input type="text" value="2349847"/>
<input type="text" value="2292058"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<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.

Kimberly Gambrel



2-8-01

Name of Person Signing

Signature

Date Signed

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT made by and between The Standard Register Company, a corporation organized under the laws of the state of Ohio, having a place of business at 600 Albany Street, Dayton, Ohio 45408 (hereinafter referred to as "Assignor"), and SMARTworks.com, Inc., a corporation organized under the laws of Ohio, having a place of business at 600 Albany Street, Dayton, Ohio 45408 (hereinafter referred to as "Assignee") shall be effective as of July 1, 2000.

WHEREAS, Assignor has adopted, used or intends to use the trademarks identified on Exhibit A hereto, and is the owner of the registrations and pending applications identified on Exhibit A hereto (hereinafter referred to collectively as "the Marks");

AND WHEREAS, Assignor transferred to Assignee that portion of its business to which the Marks pertain effective July 1, 2000;


AND WHEREAS, the parties desire to confirm Assignor's transfer to Assignee of all right, title and interest in and to the Marks, the registrations thereof and the pending applications therefor, together with the goodwill of the business to which the Marks pertain;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns and transfers to the Assignee, the entire right, title and interest in and to the Marks and in and to the goodwill of the business to which the Marks pertain and in connection with which the Marks have been used and are intended to be used, and all rights and privileges pertaining to the Marks, including the right to sue and recover for past infringements.

Assignor agrees that it shall render all reasonable assistance to Assignee, and will, from time to time, execute all instruments and documents necessary to maintain, preserve or protect the Marks and the registrations thereof and to perfect the record title of Assignee in and to the Marks.

IN WITNESS WHEREOF, Assignor, through its duly authorized representative, has caused this Assignment to be executed below.

The Standard Register Company

By 
Corporate Vice President,
Its Secretary and Deputy General
Counsel

Date October 26, 2000

State of Ohio)
) ss
County of Montgomery)

On this 26th day of October, 2000, before me a Notary Public in and for the above County and State, personally appeared the above named Kathryn A. Lamme, personally known to me, and acknowledged the execution of the foregoing assignment as a free act and deed for the purpose herein set forth.


Notary Public

BARBARA J. WIDERA, Notary Public
In and for the State of Ohio
My Commission Expires Aug. 3, 2003

EXHIBIT A

REGISTRATIONS

<u>Country</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
USA	SMARTWORKS	2291987	November 16, 1999
USA	SMARTWORKS	2296325	November 30, 1999
USA	THE SMARTEST WAY TO WORK	2349847	May 16, 2000
USA	Juggling Man	2292058	November 16, 1999
Benelux	SMARTWORKS	622671	October 1, 1997
Mexico	SMARTWORKS	543557	June 7, 1996

PENDING APPLICATIONS

<u>Country</u>	<u>Mark</u>	<u>Application Serial No.</u>	<u>Filing Date</u>
USA(PR)	SMARTWORKS	_____	_____
USA(PR)	SMARTWORKS	_____	_____
Australia	SMARTWORKS	797674	June 18, 1999
Canada	SMARTWORKS	827237	October 29, 1996
New Zealand	SMARTWORKS	311155	June 16, 1999
New Zealand	SMARTWORKS	311157	June 16, 1999
New Zealand	SMARTWORKS	311156	June 16, 1999
South Africa	SMARTWORKS	97/15207	October 8, 1997

<u>Country</u>	<u>Mark</u>	<u>Application Serial No.</u>	<u>Filing Date</u>
USA	SMARTWORKS.COM	76/015559	April 3, 2000
Argentina	SMARTWORKS.COM	_____	_____
Argentina	SMARTWORKS.COM	_____	_____
Argentina	SMARTWORKS.COM	_____	_____
Argentina	SMARTWORKS.COM	_____	_____
Australia	SMARTWORKS.COM	_____	_____
Brazil	SMARTWORKS.COM	_____	_____
Brazil	SMARTWORKS.COM	_____	_____
Brazil	SMARTWORKS.COM	_____	_____
Brazil	SMARTWORKS.COM	_____	_____
Canada	SMARTWORKS.COM	_____	_____
Columbia	SMARTWORKS.COM	_____	_____
Columbia	SMARTWORKS.COM	_____	_____
Columbia	SMARTWORKS.COM	_____	_____
Columbia	SMARTWORKS.COM	_____	_____
CTM	SMARTWORKS.COM	_____	_____
India	SMARTWORKS.COM	_____	_____
India	SMARTWORKS.COM	_____	_____
India	SMARTWORKS.COM	_____	_____
India	SMARTWORKS.COM	_____	_____

<u>Country</u>	<u>Mark</u>	<u>Application Serial No.</u>	<u>Filing Date</u>
Mexico	SMARTWORKS.COM	_____	_____
Mexico	SMARTWORKS.COM	_____	_____
Mexico	SMARTWORKS.COM	_____	_____
Mexico	SMARTWORKS.COM	_____	_____
New Zealand	SMARTWORKS.COM	_____	_____
New Zealand	SMARTWORKS.COM	_____	_____
New Zealand	SMARTWORKS.COM	_____	_____
New Zealand	SMARTWORKS.COM	_____	_____
Norway	SMARTWORKS.COM	_____	_____
Switzerland	SMARTWORKS.COM	_____	_____
USA(PR)	SMARTWORKS.COM	_____	_____
USA(PR)	SMARTWORKS.COM	_____	_____
USA(PR)	SMARTWORKS.COM	_____	_____
USA(PR)	SMARTWORKS.COM	_____	_____

MISCELLANEOUS

smartworks.com domain name