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7/2/01

07-11-2001



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TRADEMARKS ONLY

- 2

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
- Security Agreement
- Merger
- Change of Name
- Other
- License
- Nunc Pro Tunc Assignment
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/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/County Zip Code

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

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01 FC:481
02 FC:482

40.00 OP
275.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002326 FRAME: 0417

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)

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 deposition account are authorized, as indicated herein.

Joseph V. Norvell

6/28/01

Name of Person Signing

Signature

Date Signed

ASSIGNMENT OF U.S. INTELLECTUAL PROPERTY ASSETS

WHEREAS, GoNeo, LLC, a California limited liability company ("Assignor"), and Fellowes, Inc., an Illinois corporation ("Assignee") have entered into a Acquisition Agreement dated as of June 14, 2001 (the "Agreement"); and

WHEREAS, under the Agreement, Assignee has agreed to purchase the certain assets of the Business (as that term is defined in the Agreement) of Assignor and Assignee is the successor to Assignor's existing and ongoing business, including all portions of the business to which the ASSETS (as that term is defined below) pertain; and

WHEREAS, in conducting the Business, Assignor has acquired an interest in certain intellectual property assets related to and used in the Business that is to be transferred to Assignee; and

WHEREAS, Assignor is the owner of all right, title and interest in and to various United States federal trademark and service mark registrations and applications therefor related to the Business (collectively, the "Federal Marks"), including, but not limited to, the federal registrations and applications listed in Schedule A; and

WHEREAS, Assignor is the owner of all right, title and interest in and to various state trademark and service mark registrations and applications therefor related to the Business (collectively, the "State Marks"), including, but not limited to, the state trademark and service mark registrations and applications listed in Schedule A; and

WHEREAS, Assignor owns all right, title and interest in and to various copyrights and registrations therefor related to the Business, including, but not limited to, the United States Copyright Registrations listed in Schedule A hereto, and all renewals thereof or thereon (hereinafter, collectively, the "Copyrights"); and,

WHEREAS, to the best of its knowledge, Assignor is the owner of all right, title and interest in and to various copyrights, trade dress, know-how, trade secrets, common law trademarks, service marks and tradenames, internet domain names, and other similar proprietary rights related principally to the Business (collectively, the "Common Law Assets"); and

WHEREAS, Assignee is desirous of acquiring all of Assignor's right, title and interest in and to all Federal Marks, State Marks and the Common Law Assets (together, the "ASSETS"), and Assignor has promised, in the Agreement, to cause the same to be assigned; and

NOW, THEREFORE, for the consideration set forth in the 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 Assignee its entire right, title and interest in, to and under all ASSETS, together with the goodwill of the business symbolized by such ASSETS, together with all rights and privileges granted and secured thereby, including the full right to sue for past, present or future infringement of such ASSETS, these rights to be held and enjoyed by Assignee 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 to Assignee and agrees to execute any and all documents reasonably necessary to effect this Assignment.

3. Assignor further covenants and agrees that it will cooperate with Assignee to enable Assignee to enjoy, to the fullest extent, the right, title and interest herein conveyed. Assignor's cooperation shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance relating to the ASSETS, all to the extent deemed necessary or desirable by Assignee for (a) the prosecution, if any, of the ASSETS, including any interference which may arise, and the making and prosecution of any other foreign or United States trademark application that Assignee may elect to pursue stemming from the ASSETS, including any divisions, continuations, continuation-in-parts, substitutions or reissues, and including any interference which may arise during same; (b) participation in any legal or administrative proceedings involving the ASSETS, provided; and (c) otherwise fully carrying out the terms of this Assignment; however, that the expense incurred by Assignor in providing such cooperation shall be paid for by Assignee.

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

5. Assignor hereby warrants and represents that it has not entered and will not enter into any assignment, contract, or understanding in conflict herewith. Assignor agrees that it will not use or register any trademark identical with, or that is likely to cause confusion with, any of the ASSETS (including phonetic and local language equivalents thereof).

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

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*** * SIGNATURES BEGIN ON THE FOLLOWING PAGE * ***

SCHEDULE A

(2 Pages)

Federal Trademarks

Trademark	Appl./Registration No.	Appl./Registration Date
<u>Registrations</u>		
BANANA PEEL	2,154,315	April 28, 1998
BEEPSUIT	2,449,431	May 8, 2001
CELLSUIT	2,154,316	April 28, 1998
DATASUIT	2,422,555	January 23, 2001
GPSSUIT	2,444,499	April 17, 2001
<u>Applications</u>		
DATASUIT	75-979,388	August 5, 1998
EARGLOVE	78-044,448	January 23, 2001
GO PLANET	78-047,181	February 7, 2001
ION	78-043,418	January 16, 2001
ISUIT	78-047,180	February 7, 2001
JAMSUIT	75-532,284	June 21, 1999
PRIZM	78-043,419	January 16, 2001

State Trademarks

State	Trademark	Appl./ Reg. No.	Appl./Reg. Date
California	BEEPSUIT	104,028	July 16, 1998
California	ISUIT	106,782	October 20, 2000

Copyrights

Asset/Type	Date of First Use/Creation
United States Copyright TX 5-287-488	March 31, 2000
United States Copyright TXu 970-892	Year 2000
United States Copyright TXu 971-378	Year 2000
United States Copyright TX 5-047-938	September 7, 1999
United States Copyright TX 5-035-315	August 27, 1999
United States Copyright TX 5-035-314	August 27, 1999
United States Copyright TX 4-753-324	February 2, 1998
United States Copyright TXu 975-145	Year 2000
United States Copyright TX 5-267-005	July 17, 2000

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