

09-26-2001



101854857

RE

ASSIGNMENT FORM COVER SHEET
TRADEMARKS ONLY

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 #

09/26/01

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 **Neato, LLC**

Execution Date
Month Day Year
9/7/01

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other **Limited Liability Company**

Citizenship/State of Incorporation/Organization **Connecticut**

Receiving Party

Mark if additional names of receiving parties attached

Name **Fellowes, Inc.**

DBA/AKA/TA

Composed of

Address (line 1) **1789 Norwood Avenue**

Address (line 2)

Address (line 3) **Itasca**

City

Illinois

State/County

60143-1095

Zip Code

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

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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: 002373 FRAME: 0621

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 **(312) 321-4200**

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.

6

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)		
<input type="text" value="75/602705"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="76/043490"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="76/043491"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)		
<input type="text" value="2,056,558"/>	<input type="text" value="2,318,129"/>	<input type="text"/>
<input type="text" value="2,136,738"/>	<input type="text" value="2,369,554"/>	<input type="text"/>
<input type="text" value="2,163,636"/>	<input type="text" value="2,384,622"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#9

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$240

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:

#23-1925

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

Name of Person Signing

Signature

9/17/01

Date Signed

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment"), dated September 7, 2001, is made by and between Neato, LLC, a Connecticut limited liability company ("Neato"), and Fellowes, Inc., an Illinois corporation ("Fellowes").

WHEREAS, Neato has adopted and is using the marks shown on the attached Exhibit A (the "Marks") and has registered or made application for registration (the "Applications") of such Marks in the Trademark Offices of the United States of America and the European Community; and

WHEREAS, Neato, Neato (UK) Limited, Fellowes and certain related parties have entered into that certain Acquisition Agreement dated September 7, 2001 (the "Acquisition Agreement"), pursuant to which Fellowes is the successor to Assignor's existing and ongoing business, and Fellowes will acquire substantially all of the assets of Neato, including the Marks and Applications, including all portions of the business to which the Marks and Applications pertain; and

WHEREAS, Fellowes is desirous of acquiring the Marks and Applications and registrations therefor.

NOW THEREFORE, in consideration of the Acquisition Agreement, and for other good and valuable consideration, the parties agree as follows:

1. Neato hereby sells, assigns, transfers and conveys to Fellowes Neato's entire right, title and interest in and to the Marks and Applications and registrations therefor, including but not limited to the right to pursue legal actions for past infringement of the Marks and related damages, together with that part of the business and goodwill associated with the use of and symbolized by the Marks and Applications, to be held and enjoyed by Fellowes as fully and entirely as said interest could have been held and enjoyed by Neato if this sale, assignment and transfer had not been made.

2. Neato hereby covenants and agrees to cooperate with Fellowes so that Fellowes may enjoy to the fullest extent the rights, title and interest herein conveyed. Such cooperation shall include prompt execution by Neato of all papers prepared at the expense of Fellowes which are deemed necessary or desirable by Fellowes to perfect in it the rights, title and interest herein conveyed.

3. Neato hereby warrants and represents that to the best of its knowledge and belief it is the exclusive owner of the Marks and that no other person, firm, corporation, or association has the right to use the Marks in commerce, either in identical form or in such near resemblance thereto as to be likely, when used on or in connection with the goods or services of such other person, to cause confusion with the Marks. Reference is hereby made to the Acquisition Agreement for a complete description of the representations, warranties, covenants and indemnities of the parties in


terms of this Assignment and the terms of the Acquisition Agreement, the terms of the Acquisition Agreement shall govern.

4. Neato hereby warrants and represents that it has not entered into any assignments, contracts or other understandings with third parties that would conflict with the rights herein granted.

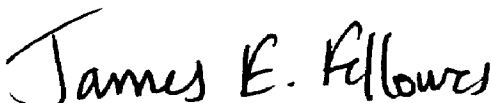
5. The terms, covenants and provisions of this Assignment shall inure to the benefit of Fellowes, its successors, assigns, and/or legal representatives, and shall be binding upon Neato, its successors, assigns and/or other legal representatives.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

NEATO, LLC

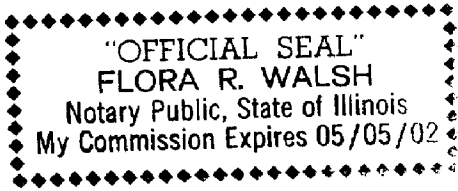
By: 
Name: Peter H. Tracy
Title: President

FELLOWES, INC.

By: 
Name: James E. Fellowes
Title: Chief Executive Officer

State of Illinois)
) ss.
County of Cook)

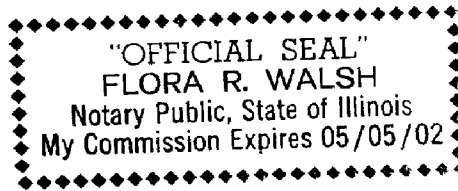
On this 7th day of September 2001, before me appeared Peter H. Tracy, the person who signed this instrument, who acknowledged that he signed it as a free act on behalf of the identified limited liability company with authority to do so.



Flora R. Walsh
Notary Public
My Commission Expires:

State of Illinois)
) ss.
County of Cook)

On this 7th day of September 2001, before me appeared James E. Fellowes, the person who signed this instrument, who acknowledged that he signed it as a free act on behalf of the identified company with authority to do so.



Flora R. Walsh
Notary Public
My Commission Expires:

EXHIBIT A

Neato, LLC

PENDING, REGISTERED AND COMMON LAW TRADEMARKS AS OF SEPTEMBER 5, 2001

U.S. FEDERAL

Trademark	Owner	Goods	Intl Class	Status	Application/Registration Number	Application/Registration Date
HOLD 'N FOLD	Neato, LLC in East Haven, Connecticut	Label applicator fixture for applying labels to disks	8	Pending - Response after final refusal submitted on May 24, 2001	76/043,491	May 8, 2000
		CD Rom disks, software for writing labels to be applied to disks	9			
		Computer printable paper label sheets containing peelable labels for application to a CD Rom disk	16			
HANDI CD	Neato, LLC in East Haven, Connecticut	Hand-operated label applicators for applying labels to discs	8	Allowed - Notice of Allowance issued on July 24, 2001; Statement of Use due January 24, 2002	76/043,490	May 8, 2000
MEDIAFACE	Neato, LLC in East Haven, Connecticut	Computer programs for creating labels for use on CD-Roms, audio and video cassette containers, and accessories for other computer accessories such as zip drives	9	Pending - Reinstated and forwarded for further examination on July 13, 2001. Notice of Allowance was cancelled on November 16, 2000.	75/602,705	December 10, 1998
DESKTOP PACKAGING	Neato, LLC in East Haven, Connecticut	Paper, foldable, planar sheets adapted to have indicia printed thereon for forming CD Rom pouches, audio and video cassette containers and containers for personal computer memory storage devices	16	Registered Filed: November 27, 1998 Date of First Use: September 1997	2,369,554	July 18, 2000

TRADEMARK

EXHIBIT A

Trademark	Owner	Goods	Int'l Class	Status	Application/Registration Number	Application/Registration Date
MEDIAFACE	Neato, LLC in East Haven, Connecticut	Computer software for design, layout and printing of labels, and instruction manuals sold therewith	9	Registered Filed: June 30, 1999 Date of First Use: January 1998	2,318,129	February 15, 2000
NEATO and Design	Neato, LLC in East Haven, Connecticut	Computer storage media labeling devices, namely, optical disk label applicators and instruction manuals sold as a unit therewith	9	Registered Filed: June 23, 1999 Date of First Use: January 1998	2,384,622	September 12, 2000
CD FACE	Neato, LLC in East Haven, Connecticut	Computer software for design, layout and printing of labels, and instruction manuals sold therewith	9	Registered Filed: March 17, 1998 Date of First Use: December 1996	2,163,636	June 9, 1998
NEATO	Neato, LLC in East Haven, Connecticut	Computer software for design, layout and printing of labels and instruction manuals sold as a unit therewith	9	Registered Filed: November 25, 1997 Date of First Use: August 1994	2,136,738	February 17, 1998
		Printed labels for computer optical disks, not made of textiles; label applicator machines for computer optical disks; instructional manuals for all of the above	16			

TRADEMARK

EXHIBIT A

Trademark	Owner	Goods	Intl Class	Status	Application/Registration Number	Application/Registration Date
NEATO and Design	Neato, LLC in East Haven, Connecticut	Application tool kits consisting primarily of adhesive label affixing machines and instruction manuals therefor, sold as a unit	16	Registered Filed: September 23, 1994 Date of First Use: August 1994	2,056,558	April 29, 1997

FOREIGN

Trademark	Owner	Goods	Intl Class	Country	Status	Application/Registration Number	Application/Registration Date
NEATO and Design	Neato, LLC			European Union	Registered	408,765	April 17, 2000
MEDIAFACE	Neato, LLC			European Union	Registered	1,017,524	March 27, 2000

.StmLibl:904995.1 09/07/2001

TRADEMARK

I hereby certify that this correspondence is being deposited with the United States Postal Service as FIRST CLASS MAIL with sufficient postage in an envelope addressed to:
Commissioner for Trademarks, 2900 Crystal Drive, Arlington, VA 22202-3513, on:

September 17, 2001

Date of Deposit

William D. Jackson

Name of applicant, assignee, or Registered Representative

Signature

September 17, 2001

Date of Signature

William D. Jackson
312/321-4217
E-Mail: wjackson@brinkshofer.com

September 17, 2001

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

Re: RECORDATION of Trademark Assignment
Conveying Party: Neato, LLC
Receiving Party: Fellowes, Inc.
Our File No.: 36/1057

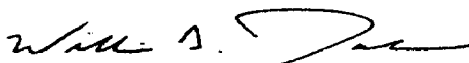
Dear Sir:

Enclosed for filing are:

1. RECORDATION FORM COVER SHEET
2. Trademark Assignment, including list of trademarks being assigned.
3. \$240.00 check to cover the filing fee.

If there are additional fees, please charge them to our Deposit Account No. 23-1925. A duplicate copy of this letter is enclosed. Please direct any questions to the undersigned.

Sincerely,



William D. Jackson

WDJ/mm
Enclosures
cc: Joseph V. Norvell, Esq.

BRINKS
HOFER
GILSON
& LIONE

A PROFESSIONAL CORPORATION
INTELLECTUAL PROPERTY ATTORNEYS

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FAX 312-321-4299
TELEPHONE 312-321-4200

SAN JOSE, CA
INDIANAPOLIS, IN
ANN ARBOR, MI
ARLINGTON, VA

RECORDED: 09/20/2001

TRADEMARK
REEL: 002373 FRAME: 0629