

01-14-2002

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To the Honorable Commissioner of

attached original documents or copy thereof.

1. Name of conveying party(ies):

Color-Clings, Inc.

- Individual(s)
- General Partnership
- Corporation-Minnesota
- 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

Execution Date: September 10, 2001

2. Name and address of receiving party(ies):

The Paper Magic Group, Inc.  
1105 North Market Street, Suite 1120  
Wilmington, Delaware 19801

- Individual(s) citizenship:
- 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) & addresses attached?  Yes  No

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

A. Trademark Application No.(s):

B. Trademark Reg. No.(s): 1,778,369; 2,010,906;  
2,024,288; 2,041,096

Additional numbers attached  Yes  No

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

Stephen J. Meyers, Esq.  
Drinker Biddle & Reath LLP  
One Logan Square  
18<sup>th</sup> and Cherry Streets  
Philadelphia, PA 19103

Attorney Docket No. 9445-ASN

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41)

\$115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account Number:

DO NOT USE THIS SPACE

9. 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.

STEPHEN J. MEYERS

Name of Person Signing

Signature

15 November 2001

Date

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

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

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

01/11/2002 JJALLAH2 00000035 190145 1778369  
 01 FC:481 40.00 OP  
 02 FC:482 15.00 CH 60.00 OP

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

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 40.00 OP  
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 01 FC:481  
 02 FC:482

## ASSIGNMENT OF UNITED STATES TRADEMARKS

WHEREAS, Color-Clings, Inc., a Minnesota corporation, having a place of business at The Butler Building, 100 N. Sixth Street, Suite 899C, Minneapolis, Minnesota 55403 (hereinafter referred to as "ASSIGNOR"), is the owner of the following trademarks and United States Trademark Registrations (hereinafter collectively referred to as the "Trademarks"):

<u>Mark</u>	<u>Registration No.</u>
COLOR-CLINGS	1,778,369
CREATE-A-CLING	2,010,906
CAR CLINGS	2,024,288
EASY ETCH	2,041,096

WHEREAS, The Paper Magic Group, Inc., a Delaware corporation, having a place of business at 1105 North Market Street, Suite 1120, Wilmington, Delaware 19801 (hereinafter referred to as "ASSIGNEE"), desires to acquire all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the registrations therefor set forth above; and

WHEREAS, it is desired that the assignment of the Trademarks listed above be made a matter of record in the United States Patent and Trademark Office,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, ASSIGNOR hereby sells, assigns, transfers and conveys unto ASSIGNEE all of its right, title and interest in and to the aforesaid Trademarks, including any choses in action relating to said Trademarks, claims for damages, profits and costs, both in equity and law, for any infringement or infringements of said Trademarks rights accruing on or before the date of execution of this

Assignment, together with the goodwill of the business symbolized by the Trademarks, and including the registrations thereof as set forth above, and

FURTHER, ASSIGNOR hereby covenants, agrees and undertakes to execute, whenever requested by ASSIGNEE all applications, assignments, lawful oaths and any other papers which ASSIGNEE may deem necessary or desirable for securing to ASSIGNEE or maintaining for ASSIGNEE the Trademarks hereby assigned, all without further compensation to ASSIGNOR.

COLOR-CLINGS, INC.

By: [Signature]  
Name: Kevin Hoogen  
Title: VP - MANUFACTURE  
ALL, SPARE, EVERYONE

STATE OF Minnesota :  
COUNTY OF Hennepin :

ss

BEFORE ME, the undersigned Notary Public, on this 10<sup>th</sup> day of September, 2001, personally appeared Kevin Hoogen [name], personally known to me (or proven to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument as Vice President + Assistant Secretary [title] on behalf of Color-Clings, Inc., the corporation therein named, and acknowledged to me that the instrument was the free deed and act of said corporation for the purposes therein set forth and intending that this instrument be recorded.

[SEAL]

[Signature]  
NOTARY PUBLIC

