

02-12-2002

Form PTO-1594
Rev. 03/01
OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):
 Cardinal Brands, Inc.
 643 Massachusetts, Suite 200
 Lawrence, Kansas 66044

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other 1-25-02

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

2. Name and address of receiving party(ies)
 Name Block and Company, Inc.
 Internal Address: Attn: V. Burlini
 Street Address: 1111 South Wheeling Road
 City: Wheeling State: Ill. Zip: 60090

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Illinois
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 08/24/2001

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 See attachment A

B. Trademark Registration No.(s)
 See Attachment A

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Bruce Firestone
 Internal Address: Whalen, Firestone, Landsman Fleming, Dixon & Matson LLP
 Street Address: 1191 Second Avenue
 Suite 2150
 City: Seattle State: WA Zip: 98101

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41).....\$ 315
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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.

Bruce M. Firestone [Signature] 11/8/01
 Name of Person Signing Signature Date

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

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

02/11/2002 GTOM11 00000071 972395
 01 FC:481 40.00 OP
 02 FC:482 275.00 OP

TRADEMARK
 REEL: 002443 FRAME: 0710

Attachment A
REGISTERED U.S. TRADEMARKS

<u>Reg. No.</u>	<u>Trademark</u>	<u>Issue Date</u>	<u>Exp. Date</u>
<u>UNITED STATES</u>			
972,395	Columbia	11/06/1973	11/06/2003
2,218,066	Contours	01/19/1999	01/19/2009
1,741,284	Eco Organizer	12/22/1992	12/22/2002
1,401,955	Keyrest	07/22/1986	07/22/2006
599,974	Lit-Ning	12/28/1954	12/28/2004
865,998	Lit-Ning	03/11/1969	03/11/2009
1,125,806	Lit-Ning (expired)	10/09/1979	10/09/1999
604,461	The Steelmaster's Steelmaster (and design)	04/12/1955	04/12/2005
2,062,495	Steelmaster and Design	05/20/1997	05/20/2007
2,419,496	Steelmaster Lit-Ning Euro	01/09/2001	01/09/2011
525,683	Streamliner (expired)	05/30/1950	05/30/2000
1,244,426	Tidy Desk	07/05/1983	07/05/2003

OMNIBUS ASSIGNMENT OF INTELLECTUAL PROPERTY

WHEREAS, Cardinal Brands, Inc., a corporation organized and existing under the laws of the State of Nevada, having a principal place of business at 643 Massachusetts, Suite 200, Lawrence, Kansas 66044 (“Assignor”), is the owner of all right, title and interest to the intellectual property listed on Schedule 3.9(a) annexed hereto (the “Intellectual Property”).

WHEREAS, Block and Company, Inc., a corporation organized and existing under the laws of the State of Illinois, having a principal place of business at 1111 South Wheeling Road, Wheeling, Illinois 60090-5795 (“Assignee”), is desirous of acquiring the Intellectual Property and the goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee all right, title and interest, free and clear of all liens and encumbrances, in and to the Intellectual Property, including but not limited to all of the following with respect to the Intellectual Property: domestic and foreign copyrights, trademarks, patents and their accompanying U.S. and Foreign Registrations, applications and renewals; design patents; specifications; patterns; and all other means necessary to use such. Assignor hereby sells, assigns and transfers the Intellectual Property, together with the goodwill associated therewith; all income, royalties, damages and payments now or hereafter due or payable in respect to the Intellectual Property, and all causes of action (either in law or in equity) regarding the Intellectual Property and the right to sue, counterclaim and recover for past, present and future infringement of the Intellectual Property and the rights thereto.

Immediately following the execution of this Omnibus Assignment, Assignor shall provide Assignee with whatever reasonable assistance is required in Assignee’s preparation of all

other assignment documents necessary to confirm and effect the assignment and transfer to Assignee the Intellectual Property, free and clear of all liens and encumbrances, including all applications and registrations in all those countries as set forth in the annexed Schedule, and all related goodwill. Assignor and its related companies, parents, subsidiaries, affiliates and successors thereto shall execute, and shall designate a responsible person (as applicable) who shall in the future, timely execute and deliver all such assignment documents to Assignee. Until such time as all of the assignments of the Intellectual Property in all countries as set forth in the annexed Schedule are duly recorded with the responsible government offices (the "Interim Period"), Assignor acknowledges and confirms that Assignee shall, in any event, be deemed hereunder and in accordance with the terms and conditions herewith, to be the owner of the Intellectual Property, to the extent that Assignor has any ownership interests.

If it shall be necessary to record this Omnibus Assignment, or other confirmatory documentation during the Interim Period, or in the event that the Intellectual Property shall become due for any maintenance filings or other recordations during the Interim Period, Assignor shall likewise cooperate with Assignee's reasonable requests and hereby consents and grants to Assignee the right to take whatever action is necessary, in Assignee's judgment, and at Assignee's expense, to maintain and enforce all registrations and other filings worldwide. All recordations and filings of assignments of the Intellectual Property and other materials confirming ownership by Assignee shall be made at Assignee's expense.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be signed in

its corporate name by its duly authorized officer this 24th day of August, 2001.

Cardinal Brands, Inc.

By: [Signature]

Its: EVP & CFO

STATE OF)
CITY)ss.:
COUNTY OF ST. LOUIS)

ACKNOWLEDGMENT

On this 24th day of August, 2001, before me came [Signature], who stated that he is the EVP & CFO of Cardinal Brands, Inc. and acknowledged that he executed the above instrument as the act and deed of Cardinal Brands, Inc. with full authority to do so.

Notary Public [Signature]

