



**Schedule**

(continuation of Section 4.B)

<b>Trademark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
INSTRUMENT DESIGN	2409549	11/28/2000
MINX	2528513	01/08/2002
PEN AND FINGER DESIGN	2094397	09/09/1997
PLASMIUM	2079789	07/15/1997
SOME THINGS JUST FEEL WRITE	1986262	07/09/1996
TOUCH RESPONSE	2092800	09/02/1997
W & DESIGN	1870510	12/27/1994
WORLD'S MOST COMFORTABLE PEN	2058469	04/29/1997

ASSIGNMENT AND ASSUMPTION

U.S.A.

WHEREAS, Willat Writing Instruments, a California corporation having its principal place of business at 1414 North Harper, Los Angeles, California 90036, U.S.A., ("Assignor"), is the owner of all right, title and interest in and to the trademarks set forth on the attached Schedule A (the "Trademarks").

WHEREAS, Sanford, L.P., an Illinois limited partnership, having its principal place of business at 29 East Stephenson Street, Freeport, Illinois 61032, U.S.A. ("Assignee"), desires to acquire the Trademarks located in the United States of America, together with the goodwill of the business represented by the Trademarks.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for good and valuable consideration, the receipt of which is hereby acknowledged by Assignor, Assignor hereby assigns to Assignee Assignor's entire right, title and interest in and to the Trademarks located in the United States of America, the right to recover for past infringement thereof, and the goodwill of the business represented by the Trademarks and Assignee hereby accepts such assignment from Assignor.

WILLAT WRITING INSTRUMENTS

By: [Signature]  
Name: Boyd I. Willat  
Title: President

STATE OF California  
COUNTY OF Los Angeles SS

On this 17<sup>th</sup> day of March, 2003, Boyd I. Willat, being personally known to me, appeared before me, a Notary Public in and for the County and State aforesaid, and being first duly sworn, said and acknowledged that, as such officer, he/she signed and delivered the foregoing instrument as the free and voluntary act of said corporation, all pursuant to authority given by the Board of Directors of said corporation.

SUBSCRIBED and SWORN TO  
before me this 17<sup>th</sup> day of March, 2003

[Signature]  
Notary Public



SANFORD, L.P. by its general partner Newell Operating Company

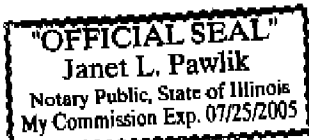
By: [Signature]  
Name: Stuart I. Graff  
Title: Assistant Secretary

STATE OF ILLINOIS )  
COUNTY OF Cook ) SS

On this 21 day of March, 2003, Stuart I. Graff, being personally known to me, appeared before me, a Notary Public in and for the County and State aforesaid, and being first duly sworn, said and acknowledged that, as such officer, he/she signed and delivered the foregoing instrument as the free and voluntary act of said company, all pursuant to authority given by the General Partner of said company.

SUBSCRIBED and SWORN TO  
before me this 21 day of March, 2003

[Signature]  
Notary Public



Schedule A

Trademark	Country	Class	App No.	App. Date	Reg. No.	Reg. Date
INSTRUMENT DESIGN	USA		75/268568	04/03/1997	2409549	11/28/2000
MINX	USA	16	76/001095	03/15/2000	2528513	01/08/2002
PEN AND FINGER DESIGN	USA	16	75/073768	03/18/1996	2094397	09/09/1997
PLASMIUM	USA	16	74/667927	05/01/1995	2079789	07/15/1997
SOME THINGS JUST FEEL WRITE	USA	16	74/581570	10/03/1994	1986262	07/09/1996
TOUCH RESPONSE	USA	16	75/093754	04/25/1996	2092800	09/02/1997
W & DESIGN	USA	16	74/335974	11/30/1992	1870510	12/27/1994
WORLD'S MOST COMFORTABLE PEN	USA	16	75/051668	02/01/1996	2058469	04/29/1997