

12-13-2002

FORM PTO-1594

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U.S. DEPARTMENT OF COMMERCE

(7/97)

Patent and Trademark Office

102311097

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

1. Name of conveying party(ies):
 Koh-I-Noor, Inc. 12-10-02
 Entity: New Jersey Corporation
 Additional name(s) of conveying party(ies) attached?
 Yes No

2. Name and address of receiving party(ies):
 Name: Sanford, L.P.
 Address: 2711 Washington Blvd.
Bellwood, Illinois 60104
 Entity: Illinois Limited Partnership

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Corrective - see attached sheet
 Date: December 31, 1998

If assignee is not domiciled in the United States, an appointment of domestic representative is attached: Yes No
 Additional name(s) & address(es) attached: Yes No

4. Application or Registration number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s)
1,233,195
 Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Chris Bollinger
 Schiff Hardin & Waite
 P.O. Box 06079
 Chicago, IL 60606-0079
 Ref. No(s): 80808-0000

6. Total number of trademark applications and registrations involved: 1
 7. Total Fee (37 CFR 3.41) \$40.00
 A check is enclosed.
 Authorization is given to charge the deposit account for any additional fees required or to credit any overpayment.
 8. Deposit Account Number: 19-0409

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.
 Chris Bollinger November 25, 2002
 Name of Person Signing Signature Date
 Total number of pages including cover sheet and attached documents: 20

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

12/12/2002 GTOW11 00000012 1233195
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 REEL: 002632 FRAME: 0401

Attachment to Trademark Recordation Cover Sheet

Corrective Recordal Requested – Assignment

Conveying Party: Koh-I-Noor, Inc.

Receiving Party: Sanford, L.P.

The attached Assignment of Intellectual Property Assets (with prior recordation cover sheet) was erroneously recorded (at reel/frame 2041/0072) against U.S. trademark registration number 1,223,195 instead of the correct number: 1,233,195. As explained in separate correspondence with request for corrective, the Merger/Change of Name from M. Grumbacher, Inc. to Koh-I-Noor, Inc. (at reel/frame 1556/0416) was similarly recorded in error against U.S. trademark registration number 1,223,195 instead of the correct number: 1,233,195 (due to a transposition error). The trademark 1,223,195 was never owned by Koh-I-Noor, Inc. and the chain of title should be corrected to remove this assignment.

Please delete recordation of the Assignment of Intellectual Property Assets against trademark 1,223,195 and record it against trademark application 1,233,195.

MRD 12-20-99

01-31-2000



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To the Honorable Commission
thereof.

ic attached original documents or copies

1. Name of conveying party(ies):
KOH-I-NOOR, INC.

- Individuals
- General Partnership
- Corporation-New Jersey
- Other

- Association
- Limited Partnership

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

2. Name and address of receiving party(ies):
SANFORD, L.P.

Address:
2711 Washington Blvd
Bellwood, Illinois 60104

- Individual(s) citizenship: _____
- Association: _____
- General Partnership: _____
- Limited Partnership: Illinois
- Corporation-State: _____
- 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) & address(es) attached?
 Yes No

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: December 31, 1998

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

See Schedule "A"

See Schedule "A"

Additional numbers attached? Yes No

5. Mail correspondence to:

Richard M LaBarge
MARSHALL, O'TOOLE, GERSTEIN,
MURRAY & BORUN
6300 Sears Tower -- 233 South Wacker Drive
Chicago, Illinois 60606
(312) 474-6300

6. Total number of applications and registrations involved: 134

7. Attached is a check in the amount of \$3365.00 the total fee due pursuant to 37 C.F.R. §3.41.

8. Commissioner is hereby authorized to charge any deficiency in the amount enclosed or any additional fees which may be required under 37 C.F.R. §3.41. or credit any overpayment, to Deposit Account No. 13-2855. A copy of this Recordation Form Cover Sheet is enclosed.

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.

James P. Zella
Name of Person Signing

[Signature]
Signature

12/15/99
Date

01/28/2000 DMUYEN 00000314 828744

01 FC:461
02 FC:482

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Total number of pages comprising cover sheet: 9

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SCHEDULE A**TRADEMARKS****U.S. Trademarks**

Trademark	Country	Reg. No./App. No.	Date Reg./App.
(design)	U.S.	828,744	5/16/67
1890 LEAFING PAINT	U.S.	1,306,664	11/27/84
ACADEMY	U.S.	1,293,655	9/11/84
ACCENT	U.S.	2,053,731	4/22/97
ACCENT (and design)	U.S.	1,930,909	10/31/95
ACCENT	U.S.	798,037	10/26/65
ACCENT (design: house and wreath)	U.S.	1,930,908	10/31/95
ACCENT GOLDEN ELITE	U.S.	2,108,414	10/28/97
ACRYLIC GOLD	U.S.	75/419,176	1/16/98
AERO	U.S.	1,311,810	1/1/85
ARTCRAFT	U.S.	196,214	3/10/25
ARTIST COLOR	U.S.	1,587,727	3/20/90
ART PEN	U.S.	1,498,603	8/2/88
ARTPENCIL	U.S.	1,625,442	11/27/90
BASIC BLACK SKETCH BOOK	U.S.	1,455,249	9/1/87
BEAUX ARTS	U.S.	1,057,020	1/25/77
CAMOX (stylized)	U.S.	196,212	3/10/25
CARDCRAFT	U.S.	158,692	9/12/22
CHANNEL ONE (and design)	U.S.	1,223,195	1/11/83
CLEARBLEND	U.S.	2,078,652	7/15/97
CONTROL PLUS	U.S.	1,233,536	4/5/83
COOKBOOK PAINTING	U.S.	1,743,914	12/29/92
DEGAS	U.S.	924,248	11/23/71
DELPEL	U.S.	1,501,304	8/23/88

Trademark	Country	Reg. No./App. No.	Date Reg./App.
DOUBLE-ENDER	U.S.	733,790	7/3/62
DPP	U.S.	1,408,476	9/9/86
DRY DOUBLE SEAL	U.S.	1,262,953	1/3/84
DUETTE	U.S.	894,621	7/14/90
EASYPLOT	U.S.	1,764,445	4/13/93
EASYPLOT PLUS	U.S.	1,936,163	11/14/95
EDGAR DEGAS (brushes)	U.S.	629,505	6/26/56
EDGAR DEGAS	U.S.	630,747	7/17/56
ERMINETTE	U.S.	1,068,512	6/28/77
FINEST	U.S.	1,884,477	3/21/95
FINOGRAPH	U.S.	1,394,043	5/20/86
FRANZ HALS	U.S.	802,215	1/18/66
FUNDAMENTALS	U.S.	2,081,642	7/22/97
G (and design)	U.S.	1,233,195	4/5/83
GAINSBOROUGH	U.S.	513,358	8/9/49
GAINSBOROUGH	U.S.	158,693	9/12/22
GAINSBOROUGH	U.S.	514,432	8/30/49
GAINSBOROUGH	U.S.	243,871	7/3/28
GAMMA	U.S.	1,250,109	9/6/83
GOLDEN EDGE	U.S.	1,457,405	9/15/87
GOLDEN PALETTE	U.S.	1,250,110	9/6/83
GOLDEN PALETTE	U.S.	692,697	2/9/60
GRUMBACHER (and design)	U.S.	1,180,099	12/1/81
GRUMBACHER	U.S.	1,329,158	4/9/85
GRUMBACHER ANGEL HAIR BRUSH	U.S.	75/467,792	4/18/98
GRUMBACHER ARTIST PEN	U.S.	2,086,880	8/12/97
GRUMBACHER QUICKSKETCH PEN	U.S.	75/467,793	4/18/98

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Trademark	Country	Reg. No./App. No.	Date Reg./App.
HARDTMUTH	U.S.	504,631	12/7/48
HARMONY	U.S.	1,231,908	3/22/83
HYGEL	U.S.	936,458	6/27/72
HYPLAR	U.S.	833,675	8/15/67
HYPLAR	U.S.	762,191	12/31/63
HYPLAR	U.S.	918,950	8/24/71
HYSLO	U.S.	936,459	6/27/72
JAZZ	U.S.	2,049,550	4/1/97
KAZANOX (stylized)	U.S.	196,208	3/10/25
KEEPSAKE	U.S.	1,477,616	2/23/88
KOH-I-BALL	U.S.	664,735	7/22/58
KOH-I-LAR	U.S.	710,273	1/24/61
KOH-I-NOOR (emblem)	U.S.	405,163	1/11/44
KOH-I-NOOR	U.S.	93,442	9/16/13
KOH-I-NOOR	U.S.	405,204	1/11/44
KOH-I-NOOR ARTPEN	U.S.	1,127,879	12/18/79
KOH-I-NOOR EDUCATOR	U.S.	1,146,116	1/20/81
KOH-I-NOOR RAPIDOGRAPH (design)	U.S.	1,202,002	7/20/82
KWIK-FLIP (and design)	U.S.	1,110,005	12/26/78
LA MER	U.S.	1,207,220	9/7/82
MAGIC ELITE	U.S.	75/463,121	4/6/98
MAX GRUMBACHER (stylized)	U.S.	1,822,180	2/22/94
MAX2 (stylized)	U.S.	2,195,843	10/13/98
MAXIMA (stylized)	U.S.	1,284,309	7/3/84
MENTOR	U.S.	802,216	1/18/66
MEPHISTO	U.S.	406,063	3/7/44
MG	U.S.	669,783	11/18/58
MICHELANGELO	U.S.	802,218	1/18/66

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Trademark	Country	Reg. No./App. No.	Date Reg./App.
MULTI-TEXTURE	U.S.	2,082,624	7/22/97
OFFICIAL MEMORY (and design)	U.S.	75/419,177	1/16/98
OUTLINE	U.S.	405,161	1/11/44
PAINTING WITH BRENDA HARRIS	U.S.	2,078,653	7/15/97
PENTALIC	U.S.	1,474,119	1/26/88
PENTALIC WOODLESS PENCILS	U.S.	1,568,263	11/28/89
PLYEX	U.S.	924,909	11/30/71
POLYMAX	U.S.	1,430,236	2/24/87
PRE-TESTED	U.S.	1,184,354	1/5/82
PRE-TESTED	U.S.	520,985	2/14/50
PRESTIGE	U.S.	1,785,499	8/3/93
PROJECTO-COLOR	U.S.	814,022	8/30/66
QUIK-BRUSH	U.S.	75/294,730	5/19/97
RAPIDO-EZE	U.S.	813,625	8/23/66
RAPIDO-GUIDE	U.S.	665,993	8/19/58
RAPIDO-JET	U.S.	2,080,870	7/22/97
RAPIDOGRAPH	U.S.	692,271	2/2/60
RAPIDOGRAPH	U.S.	613,177	9/27/55
RAPIDOLINER	U.S.	1,612,025	9/4/90
RAPIDOMAT	U.S.	853,666	7/30/68
RAPIDOMAT	U.S.	998,758	10/29/74
RAPIDOMATIC	U.S.	1,220,863	12/21/82
RAPIDOMETRIC	U.S.	1,030,057	1/13/76
RAPIDOPLOT (stylized)	U.S.	1,491,100	6/7/88
RAPIDRAW	U.S.	948,796	12/19/72
(Red color band design)	U.S.	1,641,224	4/16/91
RENOIR	U.S.	1,221,604	12/28/82

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Trademark	Country	Reg. No./App. No.	Date Reg./App.
ROTRING & RED COLOR (design)	U.S.	1,536,336	4/25/89
ROTRING (and design)	U.S.	1,016,843	7/29/75
ROTRING ARTIST COLOR	U.S.	1,473,762	1/26/88
ROTRING RAPIDOLINER	U.S.	1,588,835	3/27/90
ROYAL METALLICS	U.S.	75/474,063	4/24/98
RUBENS	U.S.	127,529	11/11/19
SABLE ESSENCE	U.S.	1,478,653	3/1/88
SCHOOLCRAFT	U.S.	75/566,238	10/5/98
SEE FOR YOURSELF (design)	U.S.	1,332,051	4/23/85
SEE FOR YOURSELF	U.S.	1,330,866	4/16/85
SLOWBLEND	U.S.	2,086,990	8/12/97
SYMPHONIC (stylized)	U.S.	272,789	7/15/30
SYMPHONIC (stylized)	U.S.	510,105	5/24/49
TECHNIGRAPH	U.S.	724,228	11/21/61
TECHNOGRAPH	U.S.	733,792	7/3/62
TECHNOS	U.S.	874,976	8/19/69
THALO (stylized)	U.S.	508,554	4/12/49
THE RENOIR	U.S.	1,150,383	4/7/81
TUFFILM	U.S.	684,797	9/8/59
TUFFILM	U.S.	1,177,711	11/17/81
ULTRADRAW	U.S.	1,459,212	9/29/87
VELASQUEZ	U.S.	801,312	1/4/66
VISUPOINT	U.S.	75/453,867	3/20/98
WESTPORT	U.S.	1,479,564	3/8/88
WHITEBLEND	U.S.	2,078,651	7/15/97
WORKING WHITE	U.S.	75/362,270	9/2/97
XONOX	U.S.	75/012,131	10/30/95
ZEC	U.S.	667,304	9/23/58

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ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

This Assignment of Intellectual Property Assets ("Assignment") is by and between Koh-I-Noor Inc., a New Jersey corporation ("Assignor"), and Sanford, L.P., an Illinois limited partnership ("Assignee").

WHEREAS, Assignor has acquired an interest in various intellectual property assets in the course of its business and desires to transfer such assets to Assignee, and Assignee desires to acquire those assets; and

WHEREAS, Assignor is the owner of all right, title and interest in and to the foreign and United States federal trademark and service mark registrations and applications therefor (collectively, the "Marks") listed in Schedule A; and

WHEREAS, the Assignor owns all right, title and interest in and to the foreign and United States patents and utility models and applications therefor listed in Schedule B hereto, and all reissues, divisions, continuations, continuations-in-parts, extensions, and reexaminations thereof or thereon (hereinafter, collectively, the "Patents"); and

WHEREAS, Assignee is desirous of acquiring all of Assignor's right, title and interest in and to all Marks and Patents (together, the "ASSETS"), and Assignor agrees to cause the same to be assigned; and

NOW, THEREFORE, in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Assignor to have been received in full:

1. The Assignor does hereby sell, convey, assign and transfer to the Assignee the 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 the 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. The Assignor hereby covenants and agrees that it will cooperate with the Assignee to enable the Assignee to enjoy, to the fullest extent, the right, title and interest herein conveyed.

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

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

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IN TESTIMONY WHEREOF, Assignor has executed this Assignment this 31 day of December, 1990.

KOH-I-NOOR INC.

By: _____

Its: _____

Robert A. Jones

President

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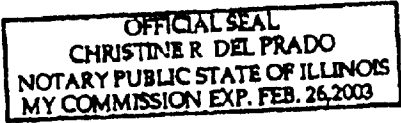
STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this 31 day of December 1998, before me appeared Robert Jones, who, being by me duly sworn, did say that he is the President of Koh-I-Noor Inc., a corporation of the State of New Jersey, and personally known to me to be the same person whose name is subscribed to the foregoing ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS ("Assignment"), and acknowledged to me that he signed and delivered the foregoing Assignment on behalf of and pursuant to authority from such corporation and that the foregoing Assignment was a free and voluntary act and deed.

Christine R. del Prado

Notary Public

My commission expires: 2-26-03



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RECORDED: 12/10/2002