

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	10/04/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VIRTUAL INK CORPORATION		10/04/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SANFORD, L.P.
Composed Of:	COMPOSED OF Newell Operating Company, a Delaware Corporation, General Parnter; Sanford Investment Company, a Delaware Corporation, Limited Partner
Street Address:	2707 BUTTERFIELD ROAD, SUITE 100
Internal Address:	LEGAL DEPARTMENT
City:	OAK BROOK
State/Country:	ILLINOIS
Postal Code:	60523
Entity Type:	LIMITED PARTNERSHIP: ILLINOIS

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2426873	MIMIOMOUSE
Registration Number:	2444207	MIMIO
Registration Number:	2388693	MIMIO

CORRESPONDENCE DATA

Fax Number: (630)481-1699
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 630.481.1685
 Email: zee.darby@newellco.com
 Correspondent Name: Zakkiiya "Zee" Darby
 Address Line 1: 2707 BUTTERFIELD ROAD, SUITE 100
 Address Line 4: Naperville, ILLINOIS 60523

CH \$90.00 2426873

ATTORNEY DOCKET NUMBER:	PROJECT JUNO
NAME OF SUBMITTER:	Zakkiyya "Zee" Darby
Signature:	/ZPD/
Date:	12/06/2006
Total Attachments: 5 source=Virtual Ink to Sanford LP assignment#page1.tif source=Virtual Ink to Sanford LP assignment#page2.tif source=Virtual Ink to Sanford LP assignment#page3.tif source=Virtual Ink to Sanford LP assignment#page4.tif source=Virtual Ink to Sanford LP assignment#page5.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

This ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS (this "Assignment") dated as of the date below, is made by and between VIRTUAL INK CORPORATION, a Delaware corporation ("Seller"), and SANFORD, L.P., an Illinois limited partnership ("Purchaser").

WHEREAS, Seller and Purchaser have entered into an Asset Purchase Agreement dated October 4, 2006 (the "Purchase Agreement"); and

WHEREAS, under the Purchase Agreement, Purchasers agreed to purchase the Business (as that term is defined in the Purchase Agreement) of Seller; and

WHEREAS, in conducting the Business, Seller have acquired an interest in certain Intellectual Property (as defined in the Purchase Agreement) to be transferred to Purchaser under the terms of the Purchase Agreement; and

WHEREAS, Seller is the owner of all right, title and interest in and to various United States federal and state trademark and service mark registrations and applications that are included in the Intellectual Property (collectively, the "Domestic Trademarks"), including, but not limited to, the federal registrations and applications listed in Schedule A; and

WHEREAS, outside the United States of America Seller is the owner of all right, title and interest in and to various foreign trademark and service mark registrations and applications that are included in the Intellectual Property (collectively, the "Foreign Trademarks"), including the foreign trademark and service mark registrations and applications listed in Schedule A; and

WHEREAS, in the United States of America, Seller is the owner of all right, title and interest in and to various ideas, inventions, foreign patents and utility models and applications therefor that are included in the Intellectual Property, including the 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 (collectively, the "Domestic Patents");

WHEREAS, outside the United States of America, Seller is the owner of all right, title and interest in and to various ideas, inventions, foreign patents and utility models and applications therefor that are included in the Intellectual Property, including the foreign patents and utility models and applications therefor listed in Schedule C hereto, and all reissues, divisions, continuations, continuations-in-parts, extensions, and reexaminations thereof or thereon (collectively, the "Foreign Patents"); and

WHEREAS, Seller is the owner of certain right, title and interest in and to various copyrights, trade dress, know-how, trade secrets, unregistered trademarks, service marks and

tradenames and other similar proprietary rights that are included in the Intellectual Property, including the domain names listed in Schedule D hereto, and required to be transferred under the Purchase Agreement (collectively, the "Other IP Assets"); and

WHEREAS, Purchaser is desirous of acquiring all of Seller's right, title and interest in and to all Domestic Trademarks, Foreign Trademarks, Domestic Patents, Foreign Patents and the Other IP Assets (collectively, the "ASSETS"), and Seller has promised, in the Purchase Agreement, to cause the same to be assigned; and

NOW, THEREFORE, for ten dollars (US \$10.00) and other valuable and legally sufficient consideration, including the consideration set forth in the Purchase Agreement, acknowledged by the Seller to have been received in full:

1. The Seller does hereby sell, convey, assign and transfer to Purchaser 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 Purchaser as fully and entirely as the same would have been held and enjoyed by Seller if this Assignment and sale had not been made.

2. The Seller hereby covenants and agrees that it will, in accordance with the terms of the Purchase Agreement, execute and deliver, or cause to be executed and delivered, all such documents and instruments and will take, or cause to be taken all such further or other actions reasonably required to effect this Assignment, including executing and delivering any country-specific assignments necessary to record transfer of title hereunder.

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

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

5. This Assignment does not (i) convey any rights of Seller other than those required to be transferred under the Purchase Agreement, (ii) create any obligations for Seller in addition to those provided under the Purchase Agreement, or (iii) relieve Seller of any obligations under the Purchase Agreement.

* * *

SCHEDULE A

TRADEMARKS AND APPLICATIONS

Trademark	Country	Appl./Reg. No.	Appl./Reg. Date
MIMIOMOUSE	United States	2426873	Feb. 6, 2001
mimio	United States	2444207	Apr. 17, 2001
MIMIO	United States	2388693	Sept. 19, 2000
VIRTUAL INK	United States	2405096	Nov. 21, 2000
MIMIO	United Kingdom	2234605	Jan. 5, 2001
VIRTUAL INK	United Kingdom	2234652	Dec. 29, 2000