

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Quill Company, Inc.		01/30/2008	CORPORATION: RHODE ISLAND

RECEIVING PARTY DATA

Name:	Sanford, L.P.
Composed Of:	COMPOSED OF Newell Operating Company, its General Partner
Street Address:	2707 Butterfield Road, Suite 100
City:	Oak Brook
State/Country:	ILLINOIS
Postal Code:	60523
Entity Type:	LIMITED PARTNERSHIP: ILLINOIS

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	1683766	QUILL
Registration Number:	1431905	
Registration Number:	1366604	Q
Registration Number:	1089172	QUILL
Registration Number:	1349357	DURAGOLD
Registration Number:	2562816	DURAPRINT
Registration Number:	2167756	DURASTONE
Registration Number:	1322150	DURATONE
Registration Number:	1153921	DURATONE 95
Registration Number:	1964954	HERITAGE
Registration Number:	1357425	PEN-IN-A-CARD
Registration Number:	2101660	QUALITY HAS NO FEAR OF TIME
Registration Number:	2971601	VELVET TOUCH

TRADEMARK

CH \$340.00 1683766

CORRESPONDENCE DATA

Fax Number: (630)481-1699

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 630.481.1667

Email: Lisa.Winger@newellco.com

Correspondent Name: Lisa Winger

Address Line 1: 2707 Butterfield Road, Suite 100

Address Line 4: Oak Brook, ILLINOIS 60523

ATTORNEY DOCKET NUMBER:	RN052 347
NAME OF SUBMITTER:	Lisa Winger
Signature:	/LW/
Date:	04/16/2008

Total Attachments: 11

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ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

This ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS (this "Assignment") is made by and between Sanford, L.P., an Illinois limited partnership ("Purchaser"), and The Quill Company, Inc., a Rhode Island corporation ("Assignor" and together with Purchaser, the "Parties").

WHEREAS, the Parties have entered into an Asset Purchase Agreement dated December 18, 2007 (the "Asset Purchase Agreement");

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, Assignor agreed to sell to Purchaser, and Purchaser agreed to purchase from Assignor, substantially all of the assets of the Business (as defined in the Asset Purchase Agreement);

WHEREAS, in conducting the Business, Assignor has acquired an interest in certain Intellectual Property (as defined in the Asset Purchase Agreement) to be transferred to Purchaser pursuant to the terms of the Asset Purchase Agreement (the "Business IP");

WHEREAS, Assignor 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 Business IP (collectively, the "Domestic Trademarks"), as listed in Schedule A;

WHEREAS, outside the United States of America, Assignor 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 Business IP (collectively, the "Foreign Trademarks"), as listed in Schedule A;

WHEREAS, in the United States of America, Assignor 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 Business IP, as 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, Assignor 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 Business IP, as listed in Schedule B hereto, and all reissues, divisions, continuations, continuations-in-parts, extensions, and reexaminations thereof or thereon (collectively, the "Foreign Patents");

WHEREAS, Assignor 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 Business IP, including the domain names listed in Schedule C hereto, and required to be transferred under the Asset Purchase Agreement (collectively, the "Other IP Assets"); and

WHEREAS, Purchaser is desirous of acquiring all of Assignor'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 Assignor has promised, pursuant to the Asset Purchase Agreement, to cause the same to be assigned.

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

1. The Assignor 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 Assignor if this Assignment and sale had not been made.

2. The Assignor hereby covenants and agrees that it will, in accordance with the terms of the Asset 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 Assignor, its successors, legal representatives and assigns.

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






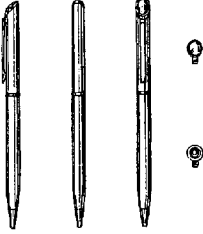

5. This Assignment does not (i) convey any rights of Assignor other than those required to be transferred under the Asset Purchase Agreement, (ii) create any obligations for Assignor in addition to those provided under the Asset Purchase Agreement or (iii) relieve Assignor or Assignee of any obligations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


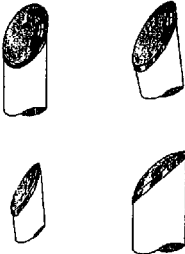

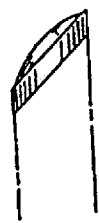


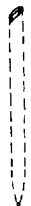
6. This Assignment shall be construed in accordance with and governed by the laws of the State of Rhode Island, without reference to rules regarding conflicts of law.





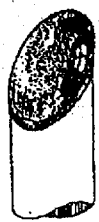

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SCHEDULE A

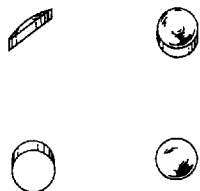




TRADEMARKS AND APPLICATIONS

Ser./Reg. No.	Trademark	Country	Reg./File Date	Status	Owner Name
567588	 QUILL	Australia	11/19/91	REGISTERED	The Quill Company, Inc.
169936	 Design Only	Austria	5/30/97	REGISTERED	The Quill Company
143431	 QUILL	Austria	8/13/92	REGISTERED	The Quill Company, Inc.
R 444103		Benelux	3/30/88	REGISTERED	The Quill Company, Inc.
R 339471		Benelux	4/28/76	REGISTERED	The Quill Company, Inc.
TMA430906		Canada	7/29/94	REGISTERED	The Quill Company Inc.
TMA344576		Canada	9/9/88	REGISTERED	The Quill Company, Inc.

Ser./Reg. No.	Trademark	Country	Reg./File Date	Status	Owner Name
4476644	 QUILL	Community Trademarks	7/13/06	REGISTERED	The Quill Company, Inc.
VR 001472 1997		Denmark	3/28/97	REGISTERED	The Quill Company, Inc.
VR 008272 1992	 QUILL	Denmark	9/4/92	REGISTERED	The Quill Company, Inc.
221517		Finland	9/14/01	REGISTERED	The Quill Company, Inc.
118583	QUILL	Finland	5/5/92	REGISTERED	The Quill Company, Inc.
96 629270		France	6/11/96	REGISTERED	The Quill Company, Inc.
N 1350191	 Q	France	4/11/86	REGISTERED	The Quill Company, Inc.
965,175	QUILL	Germany	12/2/77	REGISTERED	The Quill Company, Inc.
577785		Italy	10/12/92	UNPUBLISHED REGISTERED	The Quill Company Inc.

Ser./Reg. No.	Trademark	Country	Reg./File Date	Status	Owner Name
RM/2006/1666	QUILL	Italy		UNPUBLISHED APPLICATION (PENDING)	The Quill Company, Inc.
756701	QUILL	Italy	8/31/82	RENEWED (given new number upon renewal)	The Quill Company Inc.
503558		Mexico	9/14/95	RENEWED (REGISTERED)	The Quill Company, Inc.
154379	 QUILL	Norway	12/30/92	REGISTERED	The Quill Company Inc
290607 MNA	 QUILL	Portugal	5/27/94	REGISTERED	The Quill Company Inc
290608 MNA		Portugal	5/27/94	REGISTERED	The Quill Company Inc
2120801 M8		Spain	4/6/98	REGISTERED	The Quill Company Inc.
1646275 M0	THE QUILL COMPANY, INC	Spain	7/3/91	REGISTERED	The Quill Company, Inc
300799		Sweden	4/21/95	REGISTERED	The Quill Company, Inc.

Ser./Reg. No.	Trademark	Country	Reg./File Date	Status	Owner Name
253802	 QUILL	Sweden	12/10/93	REGISTERED	The Quill Company, Inc.
1,683,766	 QUILL	USA	4/21/92	RENEWED (REGISTERED)	The Quill Company, Inc.
1,431,905		USA	3/10/87	RENEWED (REGISTERED)	The Quill Company, Inc.
1,366,604	 Q	USA	10/22/85	RENEWED (REGISTERED)	The Quill Company, Inc.
1,089,172	 QUILL	USA	4/11/78	PEND ABANDON	The Quill Company, Inc.
1,349,357	DURAGOLD	USA	7/16/85	RENEWED (REGISTERED)	The Quill Company, Inc.
2,562,816	DURAPRINT	USA	4/23/02	REGISTERED	The Quill Company, Inc.
2,167,756	DURASTONE	USA	6/23/98	REGISTERED	The Quill Company, Inc.
1,322,150	DURATONE	USA	2/26/85	RENEWED (REGISTERED)	The Quill Company, Inc.
1,153,921	DURATONE 95	USA	5/12/81	RENEWED (REGISTERED)	The Quill Company, Inc.
1,964,954	HERITAGE	USA	4/2/96	RENEWED (REGISTERED)	The Quill Company, Inc.
1,357,425	PEN-IN-A-CARD	USA	8/27/85	RENEWED (REGISTERED) Supplemental Register	The Quill Company, Inc.
2,101,660	QUALITY HAS NO FEAR OF TIME	USA	9/30/97	REGISTERED	The Quill Company, Inc.
2,971,601	VELVET TOUCH	USA	7/19/05	REGISTERED	The Quill Company, Inc.

Ser./Reg. No.	Trademark	Country	Reg./File Date	Status	Owner Name
2001802		United Kingdom	10/31/94	REGISTERED	The Quill Company, Inc.
1534752	 QUILL	United Kingdom	5/7/93	REGISTERED	The Quill Company, Inc.
654080	 QUILL	Mexico	1/21/00	PEND ABANDON	The Quill Company, Inc.
1137669 M4	 QUILL	Spain	10/1/92	PEND ABANDON	The Quill Company, Inc.
817194 M		Spain	10/17/77	PEND ABANDON	The Quill Company, Inc.
2031833	QUILL	Argentina	6/16/05	REGISTERED	The Quill Company, Inc.
2453645	QUILL	Japan	9/30/92	REGISTERED	The Quill Company, Inc.
62108	QUILL	Jordan	11/12/02	REGISTERED	The Quill Company, Inc.
294/28	QUILL	Saudi Arabia	11/2/93	REGISTERED	The Quill Company, Inc.
92/0225	QUILL	South Africa	1/14/92	REGISTERED	The Quill Company, Inc.
132405F	QUILL	Venezuela	1/27/88	REGISTERED	The Quill Company, Inc.
817152547	QUILL feather logo	Brazil	5/31/05	REGISTERED	The Quill Company, Inc.
693887	QUILL feather logo	China	6/14/94	REGISTERED	The Quill Company, Inc.
95/00837	QUILL feather logo	Malaysia		REGISTERED	The Quill Company, Inc.
127362	QUILL feather logo	Russia	6/16/95	REGISTERED	The Quill Company, Inc.
820016934	Slant-top design	Brazil	11/16/99	REGISTERED	The Quill Company, Inc.
687024	Slant-top design	Chile	3/3/04	REGISTERED	The Quill Company, Inc.
66882	Slant-top design	Israel	7/22/91	REGISTERED	The Quill Company, Inc.
2712818	Slant-top design	Japan	3/29/96	REGISTERED	The Quill Company, Inc.
62109	Slant-top design	Jordan	11/12/02	REGISTERED	The Quill Company, Inc.
95/01466	Slant-top design	Malaysia	5/10/05	REGISTERED	The Quill Company, Inc.
123741	Slant-top design	Russia	6/2/93	REGISTERED	The Quill Company, Inc.
254/45	Slant-top design	Saudi Arabia	3/3/92	REGISTERED	The Quill Company, Inc.
6099	Slant-top design	UAE	8/10/96	REGISTERED	The Quill Company, Inc.
132407F	Slant-top design	Venezuela	1/27/88	REGISTERED	The Quill Company, Inc.

SCHEDULE B

Utility Patents and Applications

Pat. No.	Title	Issue / File Date	Country	Owner Name
5,495,938	CONVERTIBLE DISPLAY CASE AND DESK ORGANIZER	3/5/96	USA	The Quill Company, Inc.

Design Patents and Applications

Pat. No.	Title	Issue Date	Country	Owner Name
D365,517	COMBINATION DISPLAY BOX AND DESK ORGANIZER	12/26/95	USA	The Quill Company, Inc. and Milea, E.U.
D451,962	DESK-TOP PEN AND PAPER HOLDER	12/11/01	USA	The Quill Company, Inc.
D505,158	WRITING INSTRUMENT CLIP	5/17/05	USA	The Quill Company, Inc.
D509,537	POCKET PEN	9/13/05	USA	The Quill Company, Inc.
D489,171	PILL CAPSULE	5/4/04	USA	The Quill Company, Inc.
110333	WRITING INSTRUMENT	2/23/87	Spain	The Quill Company, Inc.
1050559	WRITING INSTRUMENT	11/25/88	United Kingdom	The Quill Company, Inc.
D9067	WRITING INSTRUMENT	9/14/90	Ireland	The Quill Company, Inc.
40105928.6	DESK TOP PEN AND PAPER HOLDER	10/29/01	Germany	The Quill Company, Inc.
ZL20053001618412	POCKET PEN	12/6/06	China	The Quill Company, Inc.
111450	POCKET PEN	6/11/06	Taiwan	The Quill Company, Inc.

SCHEDULE C

Registered Trade Names

The Quill Company, Inc.

Material Unregistered Trademarks And Service Marks

The Quill Company

Domain names

QUILLPEN.COM
QUILLPEN.US
FREESPECSAMPLE.COM
FREESPECSAMPLES.COM

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