

2/17/09

02-18-2009

TEET

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

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



Tab settings

To the Honorable Commissioner 103548731 attached original documents or copy thereof.

1. Name of conveying party(ies):  
LockerMate Corporation, a Minnesota Corporation  
 Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_  
Additional name(s) of conveying party(ies) attached?  yes  no

2. Name and address of receiving party(ies)  
Name: LockerMate, Inc., an Illinois Corporation  
Internal  
Address: \_\_\_\_\_  
Street Address: 4080 Commercial Ave.  
City: Northbrook  
State: IL  
Zip: 60062  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State IL  
 Other \_\_\_\_\_

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_  
Execution Date: May 2, 2006

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

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s) \_\_\_\_\_  
\_\_\_\_\_

B. Trademark Registration No.(s) 1,291,091; 1,636,557; 1,946,134; 2,659,289; 2,665,849; 2,674,263; 2,879,971; 2,935,309; 2,988,561; 3,016,402; 3,202,830; 3,202,828; 3,131,309; 3,202,829

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Wood, Phillips, Katz, Clark & Mortimer  
Internal Address: \_\_\_\_\_  
\_\_\_\_\_  
Street Address: Citicorp Center, Suite 3800  
500 West Madison Street  
City: Chicago State: IL Zip: 60661-2511

6. Total number of applications and registrations involved: ..... **14**  
7. Total fee (37 CFR 3.41) ..... \$ 365.00  
 Enclosed  
 Authorized any deficiency to be charged to deposit account.  
8. Deposit account number: \_\_\_\_\_  
23-0785

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9. Signature Corinne Byk February 13, 2009  
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 12

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ASSIGNMENT OF PATENTS, TRADEMARKS AND INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF PATENTS, TRADEMARKS AND INTELLECTUAL PROPERTY (this "Assignment"), is entered into by and between LockerMate Corporation, a Minnesota corporation ("Assignor"), and LockerMate, Inc., an Illinois corporation ("Assignee") as of May 2, 2006.

WITNESSETH:

WHEREAS, Assignor is the owner of certain patents, trademarks and trademark registrations listed on Schedule A attached hereto (the " Patents and Trademarks"); and

WHEREAS, Assignor is the owner of certain Intellectual Property, including but not limited to, the property described on Schedule B attached hereto (the "Intellectual Property");

WHEREAS, Assignee has acquired all of the issued and outstanding shares of capital stock of Assignor;

WHEREAS, Assignee desires to dissolve Assignor and cause Assignor to transfer all assets of Assignor to Assignee, including but not limited to, all Patents and Trademarks; and Intellectual Property owned by Assignor;

WHEREAS, Assignor desires to assign its interest in the Patents and Trademarks; and Intellectual Property to Assignee, and Assignee desires to accept the assignment thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the promises and conditions contained herein and in the Purchase Agreement, the parties hereby agree as follows:

1. Effective as of the date hereof, Assignor does hereby grant, assign, convey and transfer unto Assignee or its designees, all of Assignor's right, title, and interest in and to the Patents and Trademarks; and Intellectual Property, together with the goodwill of the business connected with the use of, and symbolized by, such Patents and Trademarks; and Intellectual Property.

2. Assignee accepts the foregoing assignment of Patents and Trademarks; and Intellectual Property.

3. Assignor and Assignee shall execute all further documents reasonably necessary to assign title to the Trademarks to Assignee.

4. This Assignment shall be binding on and inure to the benefit of the parties hereto, their successors in interest and assigns.

5. This Assignment may be executed in counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be one and the same instrument.

[Continued on next page]

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment the day and year first above written.

“ASSIGNOR”

LockerMate Corporation, a Minnesota corporation

By: John H. Alia  
Executive Vice President

“ASSIGNEE”

LockerMate, Inc., an Illinois corporation

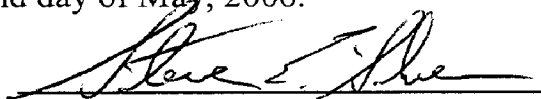
By: John H. Alia  
Executive Vice President

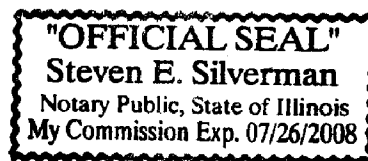
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, Steven E. Silverman, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that John Haran, who is the Executive Vice President of LockerMate Corporation, a Minnesota corporation (the "Company"), and is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and the free and voluntary act of the Company for the uses and purposes therein set forth.

Given under my hand and official seal this 2nd day of May, 2006.

My Commission expires \_\_\_\_\_

  
Notary Public



STATE OF ILLINOIS

)

) SS

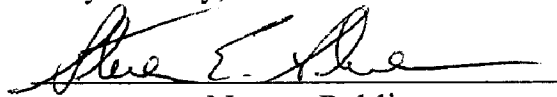
COUNTY OF COOK

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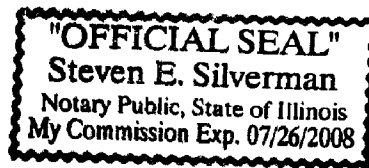
I, Steven E. Silverman, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that John Haran, who is the Executive Vice President of LockerMate, Inc., an Illinois corporation (the "Company"), and is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and the free and voluntary act of the Company for the uses and purposes therein set forth.

Given under my hand and official seal this 2nd day of May, 2006.

My Commission expires \_\_\_\_\_



Notary Public



SCHEDULE A

PATENTS AND TRADEMARKS

LOCKERMATE CORPORATION

March 2, 2006

PATENTS AND PATENT APPLICATIONS

U.S. Patents

Not Active

U.S. Patent No. Des. 326,680  
Issued: June 2, 1992  
For: PERPETUAL CALENDAR  
Expiration Date: June 2, 2006  
File: L187.12.4

Not Active

U.S. Patent No. Des. 349,733  
Issued: August 16, 1994  
For: MAGNETIC MEMO BOARD  
Expiration Date: August 16, 2008  
File: L187.12.8

Old LockerBoxx – Not Active

U.S. Patent No. Des. 359,404  
Issued: June 20, 1995  
For: HOLDER FOR PERSONAL ITEMS  
Expiration Date: June 20, 2009  
File: L187.12.11

Adjust-a-Shelf

U.S. Patent No. 5,421,646  
Issued: June 6, 1995  
For: LEGLESS LOCKER SHELF  
ASSEMBLY  
Expiration Date: July 12, 2013  
File: L187.12.10

Double Shelf

U.S. Patent No. Des. 485,099  
Issued: January 13, 2004  
For: SYMMETRICAL SHELF LEG  
Expiration Date: January 13, 2018  
File: L187.12.16

Not Active

U.S. Patent No. Des. 349,516  
Issued: August 9, 1994  
For: MAGNETICALLY MOUNTABLE  
PHONE DATA BOARD  
Expiration Date: August 9, 2008  
File: L187.12.7

Adjust-a-Shelf

U.S. Patent No. Des. 355,551  
Issued: February 21, 1995  
For: LEGLESS LOCKER SHELF  
ASSEMBLY  
Expiration Date: February 21, 2009  
File: L187.12.9

Pencil Box – not active

U.S. Patent No. Des. 372,146  
Issued: July 30, 1996  
For: WRITING INSTRUMENT HOLDER  
Expiration Date: July 30, 2010  
File: L187.12.6

Super Boxx

U.S. Patent No. Des. 383,633  
Issued: September 16, 1997  
For: ARTICLE HOLDER (Super Boxx)  
Expiration Date: September 16, 2011  
File: L187.12.12

Stack-a-Shelf

U.S. Patent No. Des. 457,752  
Issued: May 28, 2002  
For: FOLDABLE SHELF  
Expiration Date: May 28, 2016  
File: L187.12.12B

Stack-a-Shelf

U.S. Patent No. 6,561,107

Issued: May 13, 2003

For: FOLDABLE SHELF ASSEMBLY

Expiration Date: May 18, 2021

File: L187.12.12A

Super Boxx

U.S. Patent No. 5,803,275

Issued: September 9, 1998

For: ARTICLE HOLDER (Super Box)

Expiration Date: September 9, 2006

File: L187.12.13

Double Shelf

U.S. Patent No. 6,877,826

Issued: April 12, 2005

For: LOCKER SHELF ASSEMBLY WITH  
SLIDABLE DRAWER

Expiration Date: April 23, 2022

File: L187.12.14

Double Shelf

U.S. Patent No. Des. 477,933

Issued: August 5, 2003

For: LOCKER SHELF ASSEMBLY  
WITH SLIDABLE DRAWER

Expiration Date: August 5, 2017

File: L187.12.15

Fashion Box

U.S. Patent No. Des. 497,755

Issue Date: November 2, 2004

For: HOLDER FOR OBJECTS

Expiration Date: November 2, 2018

File: L187.12.17



U.S. Patent Applications

U.S. Patent Application  
Serial No. 29/209,865  
For: OBJECT HOLDER (Wire Box)  
File: L187.12.26

U.S. Patent Application  
Serial No.: 29/211,325  
For: OBJECT HOLDER (Plastic Box)  
File: L187.12.27

U.S. Patent Application  
Serial No.: 29/215,305  
Title: MAGNET DART  
File: L187.12.28

Canadian Patents

Canadian Patent No. 2,127,858  
Issued: October 12, 2004  
Title: LEGLESS LOCKER SHELF  
ASSEMBLY  
Expiration Date: July 12, 2014  
File: L187.13.2

Canadian Patent Application

Canadian Patent Application No. 2,451,697  
Title: LOCKER SHELF ASSEMBLY  
WITH SLIDEABLE DRAWER  
File: L187.13.3

TRADEMARKS AND TRADEMARK APPLICATIONS

U.S. Trademarks--Registered

U.S. Trademark  
Registration No. 1,291,091  
Registered: August 21, 1984  
Mark: LOCKERMATE  
Expiration Date: August 21, 2014  
File: L187.22.14

U.S. Trademark  
Registration No. 1,636,557  
Registered: February 26, 1991  
Mark: LOCKERBOXX and Design  
Expiration Date: February 26, 2011  
File: L187.22.3

U.S. Trademark  
Registration No. 1,858,626  
Registered: October 18, 1994  
Mark: LOCKERMATE  
Expiration Date: October 18, 2014  
File: L187.22.32

U.S. Trademark  
Registration No. 1,946,134  
Registered: January 2, 1996  
Mark: Box Design  
Expiration Date: January 2, 2016  
File: L187.22.39

U.S. Trademark  
Registration No. 2,024,784  
Registered: December 24, 1996  
Mark: LOCKERMATE  
ADJUST-A-SHELF  
Expiration Date: December 24, 2006  
File: L187.22.35

U.S. Trademark  
Registration No. 2,935,309  
Registered: March 22, 2005  
Mark: URBNMATE  
Expiration Date: March 22, 2011  
File: L187.22.50

U.S. Trademark  
Registration No. 2,605,644  
Registered: August 6, 2002  
Mark: LOCKER MAGIC MAGNETICS  
Expiration Date: August 6, 2008  
File: L187.22.49

U.S. Trademark  
Registration No. 2,659,289  
Registered: December 10, 2002  
Mark: LOCKERBOXX  
Expiration Date: December 10, 2008  
File: L187.22.47

U.S. Trademark  
Registration No. 2,665,849  
Registered: December 24, 2002  
Mark: LOCKER KIT  
Expiration Date: December 24, 2008  
File: L187.22.46

U.S. Trademark  
Registration No. 2,674,263  
Registered: January 14, 2003  
Mark: LOCKER FRIENDS  
Expiration Date: January 14, 2009  
File: L187.22.45

U.S. Trademark  
Registration No. 2,879,971  
Registered: August 31, 2004  
Mark: CLASSICMATE  
Expiration Date: August 31, 2010  
File: L187.22.51

U.S. Trademark  
Registration No. 2,988,561  
Registered: August 30, 2005  
Mark: LOCKER SHELF DESIGN  
Expiration Date: August 30, 2011  
File: L187.22.46A

U.S. Trademark  
Registration No. 3,016,402  
Registered: November 15, 2005  
Mark: LOCKER•DARTS  
Expiration Date: November 15, 2011

U.S. Trademark Applications

U.S. Trademark Application  
Serial No.: 76/636,345  
Mark: LOCKER SUPERBOXX  
File: L187.22.54

U.S. Trademark Application  
Serial No.: 78/618,950  
Mark: GUMI-MIRROR  
File: L187.00.1

U.S. Trademark Application  
Serial No.: 78/618,939  
Mark: GUMI-MAGNETS  
File: L187.00.1

U.S. Trademark Application  
Serial No.: 76/631,928  
Mark: LOCKER MAGNETS  
File: L187.22.53

U.S. Trademark Application  
Serial No.: 76/605,382  
Mark: LOCKER POCKETS  
File: L187.22.44

U.S. Trademark Application  
Serial No.: 78/618,946  
Mark: GUMI-BOX  
File: L187.00.1

Foreign Trademark Registrations

Canadian Trademark No. 316,721  
Registered: July 25, 1986  
Mark: LOCKER MATE  
Expiration Date: July 25, 2016  
File: L187.23.1

Japanese Trademark No. 2,301,960  
Registered: February 27, 1991  
Mark: LOCKERMATE  
Expiration Date: February 27, 2011  
File: L187.23.2