

3/6/09

03-09-2009

HEET

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 ⇐ ⇨ ⇩ ▾

103551384

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

1. Name of conveying party(ies):  
LockerMate, Inc., an Illinois Corporation

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State IL  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?     yes     no

2. Name and address of receiving party(ies)  
Name: It's Academic of Illinois, 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 Illinois  
 Other \_\_\_\_\_

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

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: February 9, 2009

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

A. Trademark Application No.(s):  
\_\_\_\_\_

**RECEIVED**  
**MAR - 6 2009**

Additional number(s) attached     Yes     No

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

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: 60661-2562

6. Total number of applications and registrations involved:..... 14

7. Total fee (37 CFR 3.41)..... \$ 365.00

Enclosed  
 Authorized to be charged to deposit account.

8. Deposit account number:  
23-0785

DO NOT USE THIS SPACE

03/06/2009 MJAMA1 00000060 1291091  
01 FC:8521 40.00 DP  
02 FC:8522 325.00 DP

9. Signature  
Corinne Byk                      March 3, 2009  
Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 4

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 2231301450

TRADEMARK  
REEL: 003950 FRAME: 0642

## ASSIGNMENT OF PATENTS AND TRADEMARKS

THIS ASSIGNMENT OF PATENTS AND TRADEMARKS (this "Assignment"), is entered into by and between LockerMate, Inc., an Illinois corporation ("Assignor"), and It's Academic of Illinois, Inc., an Illinois corporation (Assignee), having a place of business at 4080 Commercial Avenue, Northbrook, Illinois, 60062, non pro-tunc as of May 3, 2006.

### WITNESSETH:

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

WHEREAS, Assignee has transferred all of its assets to 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 owned by Assignor;

WHEREAS, Assignor desires to assign its interest in the Patents and Trademarks 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; together with the good will of the business connected with the use of, and symbolized by, such Patents and Trademarks.

2. 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.

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

ASSIGNOR

LockerMate, Inc., an Illinois Corporation

By: [Signature]

Title: VICE PRESIDENT

ASSIGNEE

It's Academic of Illinois, Inc.,  
an Illinois Corporation

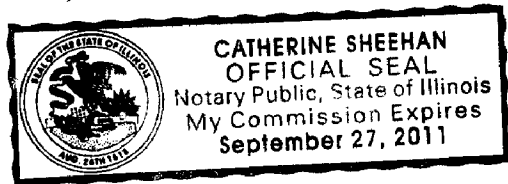
By: [Signature]

Title: VICE PRESIDENT

STATE OF Illinois )  
                                  ) SS  
COUNTY OF Cook )

SUBSCRIBED and SWORN to before me, this 9 day of Feb., 2009.

(SEAL)



[Signature]  
Notary Public

**WOOD, PHILLIPS, KATZ, CLARK & MORTIMER**  
**500 West Madison Street, Suite 3800**  
**Chicago, Illinois 60661-2562**

## SCHEDULE A

### **Patents:**

5,421,646 (Legless Locker Shelf Assembly);

D485,099 (Symmetrical Shelf Leg); D355,551 (Legless Locker Shelf Assembly);

D383,633 (Article Holder); D457,752 (Foldable Shelf);

6,561,107 (Foldable Shelf Assembly); 5,803,275 (Article Holder);

6,877,826 (Locker Shelf Assembly With Slidable Drawer);

D477,933 (Locker Shelf Assembly With Slidable Drawer);

D497,755 (Holder for Objects).

### **Trademarks:**

1,291,091 (LOCKERMATE); 1,636,557 (LOCKERBOXX & Design);

1,946,134 (Box Design); 2, 659, 289 (LOCKERBOXX); 2,665,849 (LOCKER KIT);

2,674,263 (LOCKER FRIENDS); 2,879,971 (CLASSICMATE); 2,935,309

(URBNMATE);

2,988,561 (LOCKER SHELF Design); 3,016,402 (LOCKER DARTS);

3,202,830 (GUMI-MIRROR); 3,202,828 (GUMI-MAGNETS);

3,131,309 (LOCKER POCKETS); 3,202,829 (GUMI-BOX).