

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM560133

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Officemate International Corporation		02/03/2020	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Officemate, LLC		
Street Address:	100 E CROSSROADS PKWY		
City:	BOLINGBROOK		
State/Country:	ILLINOIS		
Postal Code:	60440		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	2403703	LETTER STICK	
Registration Number:	4767809	OIC	
Registration Number:	4723899	BOOKENDS EXTRA	
Registration Number:	2933622	2200 SERIES	
Registration Number:	2957541	VERTICALMATE	
Registration Number:	2957578	KLIP & FILE	
Registration Number:	4723858	GRANDE CENTRAL	
Registration Number:	3489176	OFFICEMATE OIC	
Registration Number:	4723894	EZ LEVER	
Registration Number:	3134877	OFFICEMATE	
Registration Number:	3687808	ECO-PUNCH	
Registration Number:	3938735	ACHIEVA	
Registration Number:	4544081	VERSA PLUS	
Registration Number:	4587281	BLUEGLACIER	
Registration Number:	4863779	MAGNET PLUS	
Registration Number:	4822980	BREAKCENTRAL	
Registration Number:	4909594	OCTOORG	
Registration Number:	4959946	OIC OFFICEMATE INTERNATIONAL CORPORATION	
Registration Number:	5069817	CARRY-ALL	
TRADEMARK			

CH \$640.00 2403703

Property Type	Number	Word Mark
Registration Number:	4723897	CLICK & LOCK
Registration Number:	4723857	WE WORK FOR YOU
Serial Number:	88518621	FORTE
Serial Number:	88518600	KLIPSHOP
Serial Number:	88518626	CARRYEX
Serial Number:	88518595	NEWFIELD STUDIO

CORRESPONDENCE DATA

Fax Number: 3124607000

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-460-5000

Email: slott@seyfarth.com

Correspondent Name: Stephen D. Lott

Address Line 1: 233 S. Wacker Drive

Address Line 2: Suite 8000

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 054577-000009

NAME OF SUBMITTER: Stephen D. Lott

SIGNATURE: /Stephen D. Lott/

DATE SIGNED: 02/03/2020

Total Attachments: 13

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “**Agreement**”), dated as of February 3, 2020, is made by Officemate International Corporation, a New Jersey corporation (“**Seller**”), in favor of Officemate, LLC, an Illinois limited liability company (“**Buyer**”), the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), among Seller, Buyer and the other parties party thereto.

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Agreement, for recording with the entities or agencies in any applicable jurisdictions. Capitalized terms not otherwise defined herein shall have the meanings given to them in the Purchase Agreement.

NOW THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer all of Seller’s right, title, and interest in and to the following (the “**Assigned IP**”):

(a) the Patents set forth on the attached Schedule 1;

(b) the Trademarks set forth on the attached Schedule 2, together with the goodwill of Seller’s business connected with the use of and symbolized by the Trademarks;

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable Law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the officials of the entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Buyer. Following the date hereof, upon Buyer’s reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties acknowledge and agree that this Agreement is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. To the extent that any provision of this Agreement is inconsistent or conflicts with the Purchase Agreement, the provisions of the Purchase Agreement shall control. Nothing contained in this Agreement shall be deemed to supersede, enlarge, or modify any of the obligations, agreements, covenants, or warranties of Seller or Buyer contained in the Purchase Agreement.

4. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the internal Laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Intellectual Property Assignment Agreement as of the date first written above.

OFFICEMATE INTERNATIONAL
CORPORATION

By: 

Name: Peter Chen

Title: Executive Vice President

[Signature Page to Intellectual Property Assignment Agreement]

SCHEDULE 1**PATENTS**U.S. Patents

Title	Patent Number	Issue Date
ATTACHMENT DEVICE FOR PANEL	6923411	8/2/2005
LEVER-HANDLED PAPER PUNCH	7721635	5/25/2010
SWITCHABLE HOLE PUNCH APPARATUS	8936189	1/20/2015
THREE HOLE PUNCH WITH COLORED DESIGNER RUBBER INSERT AND GRIP	D468360	1/7/2003
CUBICLE CLIP FOR RETAINING PAPERS	D468359	1/7/2003
CUBICLE CLIP FOR RETAINING PAPERS	D468358	1/7/2003
BOOKEND	D468352	1/7/2003
DRAWER ORGANIZER TRAY	D472711	4/8/2003
INCLINE PAPER SORTER	D478354	8/12/2003
DESK ORGANIZER	D477848	7/29/2003
TELEPHONE STAND	D478632	8/19/2003
PAPER TRAY	D483071	12/2/2003
PAPER TRAY	D477365	7/15/2003
PENCIL HOLDER	D477636	7/22/2003
PENCIL CUP	D480427	10/7/2003
DESK TRAY SUPPORT	D482601	11/25/2003
INCLINE PAPER SORTER	D478355	8/12/2003
WASTE BASKET	D493590	7/27/2004

Title	Patent Number	Issue Date
OFF-SURFACE SHELF	D489555	5/11/2004
CALENDAR HOLDER	D490463	5/25/2004
TAPE DISPENSER	D485303	1/13/2004
BUSINESS CARD/CLIP HOLDER	D486522	2/10/2004
STAPLER	D493343	7/27/2004
PAPER SORTER	D489096	4/27/2004
ADDRESS CARD CASE	D488510	4/13/2004
CLIPBOARD	D487579	3/16/2004
CUBICAL HOOK	D486057	2/3/2004
PAPER PUNCH	D489763	5/11/2004
PAPER PUNCH	D489411	5/4/2004
CLIPBOARD STORAGE BOX	D492358	6/29/2004
UTILITY TRAY	D493995	8/10/2004
CLIPBOARD STORAGE BOX	D495746	9/7/2004
UTILITY BOWL	D494259	8/10/2004
CD/DVD RACK	D497756	11/2/2004
CERTIFICATE HOLDER	D500090	12/21/2004
CLIP	D500083	12/21/2004
FILE POCKET	D498264	11/9/2004
PENCIL CUP	D501886	2/15/2005
MIRROR/DIGITAL CLOCK	D503285	3/29/2005
PHOTO FRAME	D503542	4/5/2005
INCLINE SORTER	D502221	2/22/2005

Title	Patent Number	Issue Date
MIRROR	D506074	6/14/2005
BUSINESS CARD HOLDER	D504701	5/3/2005
DRY ERASE BOARD	D507302	7/12/2005
WALL FILE	D504468	4/26/2005
WALL FILE	D504469	4/26/2005
WALL FILE	D505160	5/17/2005
SUPPLY ORGANIZER	D510953	10/25/2005
UTILITY TRAY	D520286	5/9/2006
PAPER TRAY	D522061	5/30/2006
DESK ORGANIZER	D531226	10/31/2006
TOOL HOLDER	D535821	1/30/2007
WALL ORGANIZER	D544272	6/12/2007
MEMO/CD HOLDER	D536379	2/6/2007
FILE POCKET	D548282	8/7/2007
NOTES DISPENSER	D545905	7/3/2007
GLUE STICK	D545904	7/3/2007
NOTES DISPENSER	D551715	9/25/2007
MAGAZINE FILE	D554189	10/30/2007
TAPE DISPENSER	D553686	10/23/2007
STAPLER	D553927	10/30/2007
PAPER PUNCH	D573649	7/22/2008
PAPER PUNCH	D571406	6/17/2008
EXPANDABLE SORTER ASSEMBLY	D560253	1/22/2008

Title	Patent Number	Issue Date
WALL FILE	D573653	7/22/2008
CLIPBOARD WITH PEN HOLDER	D578162	10/7/2008
PAPER PUNCH	D568401	5/6/2008
PAPER PUNCH	D567862	4/29/2008
PAPER PUNCH	D567861	4/29/2008
TAPE DISPENSER	D573648	7/22/2008
TAPE DISPENSER	D573647	7/22/2008
CLIPBOARD	D575826	8/26/2008
WALL FILE	D585942	2/3/2009
WALL FILE	D585496	1/27/2009
HOLE PUNCH	D588647	3/17/2009
OFF SURFACE SHELF	D599146	9/1/2009
RING BINDER CLIPBOARD	D599856	9/8/2009
DESKTOP FILE ORGANIZER	D604769	11/24/2009
CLIPBOARD	D605703	12/8/2009
INCLINE SORTER WITH ORGANIZER	D612891	3/30/2010
CLIPBOARD	D611543	3/9/2010
CLIPBOARD	D611542	3/9/2010
PAPER PUNCH	D618728	6/29/2010
PAPER PUNCH	D618729	6/29/2010
SCISSORS	D614466	4/27/2010
SCISSORS	D614467	4/27/2010
SCISSORS	D623494	9/14/2010

Title	Patent Number	Issue Date
BUSINESS CARD HOLDER	D645903	9/27/2010
SCISSORS	D623495	9/14/2010
CUBICLE CLIP	D637480	5/10/2011
CORNER ORGANIZER	D632082	2/8/2011
TRAY	D635192	3/29/2011
PAPER PUNCH	D633146	2/22/2011
PAPER PUNCH	D633145	2/22/2011
ROTARY ORGANIZER	D650861	12/20/2011
PAPER ORGANIZER	D645089	9/13/2011
PAPER ORGANIZER	D645904	9/27/2011
WALL MOUNT PAPER HOLDER	D645902	9/27/2011
ROTARY ORGANIZER	D650862	12/20/2011
HOLDER	D646722	10/11/2011
DOCUMENT TRAY	D648802	11/15/2011
DOCUMENT TRAY	D648801	11/15/2011
CORNER SHELF	D654745	2/28/2012
PAPER PUNCH	D655754	3/13/2012
PAPER ORGANIZER	D655346	3/6/2012
SUPPLY ORGANIZER	D665844	08/21/2012
BUSINESS CARD HOLDER	D654954	2/28/2012
FILE ORGANIZER	D665846	08/21/2012
DESK ORGANIZER	D665843	08/21/2012.
DRAWER TRAY	D665845	08/21/2012

Title	Patent Number	Issue Date
DRAWER TRAY	D672395	12/11/2012
STACKING PAPER TRAY	D665847	08/21/2012
SUPPLY BASKET	D665848	08/21/2012
PAPER PUNCH	D662137	6/19/2012
PAPER PUNCH	D662138	6/19/2012
PAPER PUNCH	D662139	6/19/2012
PAPER SORTER	D687893	8/13/2013
LITERATURE HOLDER	D687892	8/13/2013
PAPER PUNCH	D687891	8/13/2013
CLIPBOARD WITH CALCULATOR	D697553	01/14/2014
CLIPBOARD	D697973	01/21/2014
CLIPBOARD	D697554	01/14/2014
PENCIL CUP	D713453	09/16/2014
DESK ORGANIZER	D713456	09/16/2014
ORGANIZER	D713455	09/16/2014
CLIPBOARD CASE	D697135	01/07/2014
MAGAZINE FILE	D708258	07/01/2014
ROTARY DESK ORGANIZER	D713454	9/16/2014
INCLINE SORTER	D715863	10/21/2014
INCLINE SORTER	D715862	10/21/2014
STAPLER	D713230	09/16/2014
MAGAZINE FILE	D720401	12/30/2014
HOLE PUNCH	D717868	11/18/2014

Title	Patent Number	Issue Date
INCLINE SORTER	D720810	01/062015
ORGANIZER	D739463	9/22/2015
CLIPBOARD	D753766	4/12/2016
CLIPBOARD	D753765	4/12/2016
CLIPBOARD	D753764	4/12/2016
CLIPBOARD	D803314	11/21/2017
CLIPBOARD	D821493	06/26/2018

SCHEDULE 2
TRADEMARKS

U.S. Trademarks

Registered:

NO.	MARK	REGISTERED NO.	REGISTERED DATE
1	LETTER STICK	2403703	11/14/2000
2	OIC	4767809	7/7/2015
3	BOOKENDS-EXTRA	4723899	04/21/2015
4	2200 SERIES	2933622	3/15/2005
5	VERTICALMATE	2957541	5/31/2005
6	KLIP & FILE	2957578	5/31/2005
7	GRANDE CENTRAL	4723858	04/21/2015
8	Officemate OIC	3489176	8/19/2008
9	EZ LEVER	4723894	04/21/2015
10	OFFICEMATE	3134877	8/29/2006
11	ECO-PUNCH	3687808	09/22/09
12	ACHIEVA	3938735	3/29/2011
13	VERSAPLUS	4544081	07/24/2014
14	BLUE GLACIER	4587281	08/19/2014
15	MAGNETPLUS	4863779	12/1/2015
16	BREAKCENTRAL	4822980	9/29/2015
17	OCTOORG	4909594	3/1/2016

18	OIC OFFICEMATE INTERNATIONAL CORPORATION	4959946	5/17/2016
19	CARRY-ALL	5069817	10/25/2016
20	CLICK & LOCK	4723897	4/21/2015
21	WE WORK FOR YOU	4723857	4/21/2015

Unregistered/Pending:

NO.	MARK	SERIAL NO.	FILE DATE	STATUS
1	FORTE	88518621	07/17/2019	Registration/Pending
2	KLIPSHOP	88518600	07/17/2019	Registration/Pending
3	CARRYEX	88518626	07/17/2019	Registration/Pending
4	NEWFIELD STUDIO	88518595	07/17/2019	Registration/Pending

Non-U.S. Trademarks

Country	App. No.	App. Date	Reg. No.	Reg. Date	Mark
China	17753727	Aug. 25, 2015	17753727	Dec. 14, 2016	
China	4493450	Feb. 1, 2005	4493450	Dec. 21, 2008	
China	742830	Sept. 14, 1993	742830	April 28, 1995	OIC
China	3220018	June 24, 2002	3220018	Oct. 14, 2003	欧仕美
European Union	006823223	April 10, 2008	006823223	Jan. 1, 2011	OFFICEMATE
European Union	003405561	Oct. 10, 2003	003405561	May 11, 2005	OIC
Australia	1853300	June 21, 2017	1853300	June 21, 2017	
Australia	1853299	June 21, 2017	1853299	June 21, 2017	OFFICEMATE
Canada	1737885	July 17, 2015	TMA995791	May 2, 2018	OIC
Canada	1737886	July 17, 2015	TMA995793	May 2, 2018	
Mexico	1635760	July 21, 2015	N/A	N/A	OIC
Mexico	1635759	July 21, 2015	N/A	N/A	OFFICEMATE
India	3013630	July 21, 2015	3013630	July 21, 2015	OIC
Hong Kong	N/A	October 5, 2002	2003B11456	September 19, 2003	