

OMjd No. J85 1 -001 1 (exp. 4S)



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To the Honorabl

11-02-1998

emarks: F.

U.S. Patent & TMOfo/TM Mail Rept Dt. #54

1. Name of conveyin... MIRCO 11-2-98
Esselte Meto International GmbH

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- United Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: October 10, 1997

2. Name and address of receiving party(ies)

Name: Meto International GmbH
 Internal Address: c/o Esselte Corporation
 Street Address: 71 Clinton Road
 City: Garden City State: NY ZIP: 11530

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- 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

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

A. Trademark Application No.(s)

S. Trademark Registration No.(s)

75/270849

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Lisa Woletsky
 Internal Address: c/o Esselte Corporation
71 Clinton Road
Garden city, NY 11530
 Street Address: _____
 City: _____ State: _____ ZIP: _____

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41) ----- \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Peter Franzen
 Peter Franzen

Signature

September 23, 1998

Date

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

Informa 11&H16;--

[Stamp:] Certified Photocopy

Deed
of
Karlhermann Jung
Notary Public
at Neckarsteinach

Jung & Truschel
Rechtsanwälte . Notare
Fachanwälte für Arbeits- und Steuerrecht

P.O. Box 1146
69235 Neckarsteinach
Schönauer Str. 5
Area Code: 0 62 29

Phone: 92 10 0
Fax: 92 10 92

P.O. Box 1134
69430 Hirschhorn
Neckarsteinacher Str. 8
Area Code: 0 62 72

[Stamp:] Certified Photocopy

No. 1 610 of the 1997 Register of Deeds

k19106

Negotiated

on August 26, 1997

at Neckarsteinach

before me, the undersigned notary public

Karlhermann J u n g

having my official residence at Neckarsteinach,

appeared the following persons personally known to me:

1. Mr. Hans Swahn,
born on November 08, 1941,
having his residence at Hölderlinweg 24, 61350 Bad Homburg,

acting in his capacity as Managing Director with sole power of representation of ESSELTE METO INTERNATIONAL PRODUKTIONS GmbH having its place of business at Hirschhorn, as entered in the Commercial Register of the Fürth Local Court under HRB 533.

2. Mr. Günther Knab,
born on February 28, 1942,
having his residence at Menzelstr. 11, 68163 Mannheim,

acting not for himself but as Managing Director with sole power of representation of ESSELTE METO INTERNATIONAL GmbH having its place of business at

Heppenheim, as entered in the Commercial Register of the Bensheim Local Court under HRB 4265.

The appearers requested notarization of the following

Merger Agreement

between

ESSELTE METO INTERNATIONAL GmbH

- hereinafter referred to as MI -

and

ESSELTE METO INTERNATIONAL PRODUKTIONS GmbH

- hereinafter referred to as EP -

Article 1

Transfer of Assets and Liabilities

- 1. MI will transfer to EP its entire assets including any and all rights and duties by dissolution without winding up pursuant to Paragraph 1 of Section 2 of the Umwandlungsgesetz (Transformation Law) against the awarding of shares of this company (merger by absorption).**

2. This merger is based on MI's balance sheet as per December 31, 1996 as closing balance sheet provided with the unqualified audit certificate of Arthur Andersen Wirtschaftsprüfungsgesellschaft Steuerberatungsgesellschaft at Frankfurt.
3. The transfer of MI's assets shall be performed in the relation *inter se* with effect from the end of December 31, 1996. As of January 1, 1997, any act and business undertaken by MI shall be deemed as being undertaken on behalf of EP.
4. EP shall include in its rendering of account the values of the transferred assets and liabilities stated in MI's closing balance sheet.

Article 2 Consideration

1. In consideration of the transfer of assets, EP shall award ESSELTE GmbH (future METO HOLDING GmbH), MI's sole shareholder, a new share at a nominal value of DM 6,950,000.--. Any equity capital of MI exceeding this nominal value shall be transferred to EP's capital reserves.

The share shall be awarded free of charge, with entitlement to profit as of January 1, 1997.

2. To execute the merger, EP shall increase its capital stock from heretofore DM 13,050,000.-- by DM 6,950,000.-- to DM 20,000,000.-- by the formation of a share at a nominal value of DM 6,950,000.--.

3. No special rights within the meaning of Paragraph 7 of Subsection 1 of Section 5 of the Umwandlungsgesetz (Transformation Law) shall be conferred, nor shall any particular measures be provided within the meaning of this provision. Equally, no special advantages shall be conferred within the meaning of Paragraph 8 of Subsection 1 of Section 5 of the Umwandlungsgesetz.

Article 3

Effects of the Merger on the Employees and Their Representatives

The consequences of the merger for the employees and their representatives will become apparent from Paragraphs 1 and 2 of Subsection 1 of Section 20 of the Umwandlungsgesetz (Transformation Law), Section 324 of the Umwandlungsgesetz, and Subsections 1 and 4 of Section 613 a of the Bürgerliches Gesetzbuch (Civil Code).

Both the Heppenheim and the Hirschhorn operations shall be maintained unchanged as independent organization units. No change will result with regard to the existing structures relating to works constitution matters in both operations.

Operational changes that may give rise to worker participation on the part of the works council within the meaning of Section 111 of the Betriebsverfassungsgesetz (Works Constitution Act) are planned neither in the Hirschhorn nor in the Heppenheim operation. The merger of the two companies as such does not constitute an operative fact of an operational change within the meaning of Section 111 of the Betriebsverfassungsgesetz.

The works councils of both operations shall continue in force. Being independent organization units, both operations shall continue to qualify for respective works councils also in the future. From this it ensues further that any existing works agreements concluded in either operation shall continue in force unchanged.

A modification will result with regard to the existing Economic Committees. Following the merger, an Economic Committee will have to be established in the merged company.

The merger shall have no effect on the employment contracts of the Hirschhorn employees.

Until now MI has been assigned to the sectoral area of application of the collective bargaining agreements for the wholesale and foreign trade declared to be generally binding.

This obligation under the collective bargaining agreement will change as a result of the merger pursuant to Section 613a of the Bürgerliches Gesetzbuch (Civil Code) and Section 324 of the Umwandlungsgesetz (Transformation Law). As the sectoral area of application of the collective bargaining agreements for the wholesale and foreign trade relates to the company and not to the operation, the merging of MI as a legally independent company in EP will terminate the commitment to the collective bargaining agreements for the wholesale and foreign trade.

In consequence, the same tariffs shall apply to both the Hirschhorn and the Heppenheim employees.

With regard to the effects on any individual employment contracts and any new employment contracts to be concluded, socially acceptable solutions shall be sought with the works council and the employees.

The application for registration of the merger in the Commercial Register shall be filed by August 31, 1997.

Article 4

Cost

Any cost incurred by this agreement and its execution shall be borne by EP. In the event of failure of the merger to become effective, the cost shall be borne by the parties to this agreement in equal shares - with the exception of the cost incurred by the shareholders' meetings and the increase in capital.

Article 5

Terms and Conditions

This agreement is subject to the consent of the shareholders' meetings of MI and EP. Its bringing about shall be deemed to have failed unless the two consents are given within a period of three days from today.

This memorandum of agreement has been read to, approved by, and signed with their own hand, by the appearers.

[3 Signatures, illegible]

[Stamp:] This is to certify that the foregoing is a true and correct copy/photocopy of the original.

Signed at Neckarsteinach, this 26th day of August 1997

[Signature:]

Notary Public

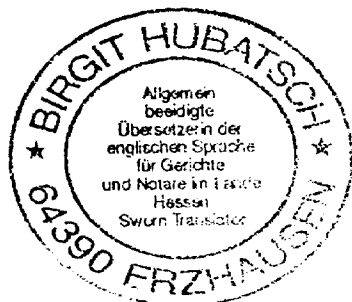
[Stamp of Karlhermann Jung,
Notary Public at Neckarsteinach]

[Red-white ribbon and seal
with stamp of Karlhermann
Jung, Notary Public at
Neckarsteinach]

Verification of Translation:

I, Birgit Hubatsch, of Elisabethenstr. 33a, D-64390 Erzhausen, Federal Republic of Germany, hereby declare that I am well acquainted with both the English and the German languages and that the attached document is a true and correct translation made by me to the best of my knowledge and belief of the accompanying deed submitted to me as a notarized copy.

Signed at Erzhausen, this 12th day of January 1998



Birgit Hubatsch

 Birgit Hubatsch
 Sworn Translator

verges 2111 2111
URI 610197
aus

Beglaubigte Fotokopie



Urkunde

des Notars

Karlhermann Jung

in Neckarsteinach

Jung & Truschel
Rechtsanwälte · Notare
Fachanwälte für Arbeits- und Steuerrecht

Postfach 1146
69235 Neckarsteinach
Schönauer Str. 5
Vorwahl: 0 62 29

Telefon: 92 10 0
Telefax: 92 10 92

Postfach 1134
69430 Hirschhorn
Neckarsteinacher Str. 8
Vorwahl: 0 62 72

TRADEMARK
REEL: 1821 FRAME: 0128

Nr. I 610 der Urkundenrolle Jahrgang 1997

x19106

Verhandelt zu Neckarsteinach

am 26. August 1997

vor mir, dem unterzeichneten Notar

Karlhermann J u n g

mit dem Amtssitz in Neckarsteinach

erschienen, persönlich bekannt:

1. Herr Hans Swahn,
geb. 08.11.41,
wohnhaft Hölderlinweg 24, 61350 Bad Homburg

handelnd in seiner Eigenschaft als einzelvertretungsberechtigter Geschäftsführer der ESSELTE METO INTERNATIONAL PRODUKTIONS GmbH mit Sitz in Hirschhorn, eingetragen im Handelsregister des AG Fürth unter HRB 533.

2. Herr Günther Knab,
geb. 28.02.42,
wohnhaft Menzelstr. 11, 68163 Mannheim

handelnd nicht für sich sondern als einzelvertretungsberechtigter Geschäftsführer der ESSELTE METO INTERNATIONAL GmbH mit Sitz in Heppenheim, eingetragen im Handelsregister des AG Bensheim unter HRB 4265.

Die Erschienenen baten um Beurkundung des nachfolgenden

Verschmelzungsvertrages

zwischen der

ESSELTE METO INTERNATIONAL GmbH

- nachfolgend MI -

und der

ESSELTE METO INTERNATIONAL PRODUKTIONS GmbH

- nachfolgend EP -

§ 1

Vermögensübertragung

1. MI überträgt ihr Vermögen als Ganzes mit allen Rechten und Pflichten unter Auflösung ohne Abwicklung nach § 2 Nr. 1 Umwandlungsgesetz auf die EP gegen Gewährung von Geschäftsanteilen dieser Gesellschaft (Verschmelzung durch Aufnahme).

2. Der Verschmelzung wird die mit dem uneingeschränkten Bestätigungsvermerk der Arthur Andersen Wirtschaftsprüfungsgesellschaft Steuerberatungsgesellschaft in Frankfurt versehene Bilanz der MI zum 31. Dezember 1996 als Schlußbilanz zugrunde gelegt.
3. Die Übernahme des Vermögens der MI erfolgt im Innenverhältnis mit Wirkung zum Ablauf des 31. Dezember 1996. Vom 1. Januar 1997 an gelten alle Handlungen und Geschäfte der MI als für Rechnung der EP vorgenommen.
4. EP wird die in der Schlußbilanz der MI angesetzten Werte der übergelassenen Aktiva und Passiva in ihrer Rechnungslegung fortführen.

§ 2

Gegenleistung

1. EP gewährt der alleinigen Gesellschafterin der MI, der ESSELTE GmbH (künftig METO HOLDING GmbH) als Gegenleistung für die Übertragung des Vermögens einen neuen Geschäftsanteil im Nennbetrag von DM 6.950.000,-- . Über den Nennbetrag hinausgehendes Eigenkapital der MI wird in die Kapitalrücklage der EP eingestellt.

Der Geschäftsanteil wird kostenfrei und mit Gewinnberechtigung ab 1. Januar 1997 gewährt.

2. Zur Durchführung der Verschmelzung wird EP ihr Stammkapital von bisher DM 13.050.000,-- um DM 6.950.000,-- auf DM 20.000.000,-- erhöhen und zwar durch Bildung eines Geschäftsanteils im Nennbetrag von DM 6.950.000,-- .

§ 4

Kosten


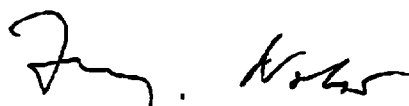
Die durch diesen Vertrag und seine Durchführung entstehenden Kosten trägt EP. Falls die Verschmelzung nicht wirksam werden sollte, werden die Kosten - mit Ausnahme der Kosten der Gesellschafterversammlungen und der Kapitalerhöhung - von beiden Vertragspartnern je zur Hälfte getragen.

§ 5

Bedingungen

Dieser Vertrag bedarf der Zustimmung der Gesellschafterversammlung der MI und der EP. Er gilt als nicht zustande gekommen, wenn die beiden Zustimmungen nicht innerhalb von drei Tagen ab heute erteilt werden.

Diese Niederschrift wurde den Erschienenen vorgelesen, von ihnen genehmigt und eigenhändig unterschrieben.


J. Kruat


Vorstehende Abschrift/Fotokopie stimmt mit der
Urschrift wörtlich überein, was ich hiermit
beglaubige.

26. Aug. 1997

Neckarsteinach, den _____

2
Notar

