

Form PTO-1594
(rev 3/1)**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**U. S. Department of Commerce
Patent and Trademark Office

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

1. Name of conveying party(ies):

Centis Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation - **California**
 Other

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

2. Name and Address of receiving party(ies)

ESSELTE CORPORATION
48 South Service Road
Suite 400
Melville, NY 11747

 Individual(s) citizenship

Association
 General Partnership
 Limited Partnership
 Corporation - **New York**
 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: **March 7, 2003**

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

A. Trademark Application No(s).

PLEASE SEE ATTACHED

B. Trademark Registration No(s).

PLEASE SEE ATTACHEDAdditional numbers attached? Yes No

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

Bruce J. Goldner, Esq.
 SKADDEN, ARPS, SLATE, MEAGHER
 & FLOM LLP
 Four Times Square
 New York, New York 10036

6. Total number of applications/registrations involved: **30**7. Total fee (37 CFR 3.41) **\$765**

All fees and any deficiencies are authorized to be
 charged to Deposit Account
 (Our Ref. 015430/13)

8. Deposit Account No. **19-2385****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.

Bruce J. Goldner

Name



Signature

March 14, 2003

Date

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

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CONTINUATION OF ITEM 1. Names of Additional Conveying Parties:

Centis Consumer Products, Inc.

 Corporation - Delaware

CONTINUATION OF ITEM 4. Trademark Application and Registration Numbers

A. Trademark Application No(s).	B. Trademark Registration No(s).
75395144	2237777
74402505	2239759
74402894	2411250
75535808	2315944
75652909	2283367
75535744	2497443
	2654179
	1961711
	786185
	773681
	821758
	1861394
	742531
	737924
	1493083
	827168
	2274500
	2379972
	2317101
	2063253
	2380084
	1547332
	1076947
	1544407

ASSIGNMENT OF COPYRIGHTS, TRADEMARKS AND DOMAIN NAMES

This is an assignment from Centis Inc., a California corporation and Centis Consumer Products, Inc., a Delaware corporation (individually or collectively the "Assignors"), to Esselte Corporation, a New York corporation (the "Assignee") and is effective as of March 7, 2003 (the "Assignment Agreement"). Any capitalized terms used herein, but not otherwise defined, shall have the meanings ascribed thereto in the Purchase Agreement (as hereinafter defined).

WHEREAS, the parties have entered into a Purchase Agreement dated February 10, 2003 (the "Purchase Agreement");

WHEREAS, the parties have agreed pursuant to the Purchase Agreement that, as a condition to the consummation of the transactions contemplated by the Purchase Agreement, the United States Bankruptcy Court for the Central District of California shall enter an order approving this assignment and shall discharge all liens against and security interests in the assets to be assigned under this Assignment Agreement;

WHEREAS, the Assignors own the various copyrights, trademarks, domain names and other intellectual property and other assets further referenced below; and

WHEREAS, the parties desire that the Assignee own the Assignors' entire right, title and interest in and to all the copyrights, trademarks, domain names and other intellectual property and other assets further referenced below.

NOW, THEREFORE, in consideration of the premises and the promises and mutual covenants set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors and the Assignee hereby agree as follows:

1. Assignment.

The Assignors do hereby assign, transfer, set over, deliver and otherwise convey to the Assignee their entire right, title and interest, as of the Closing, in and to all of the following which are owned by or used in the operation of the business of Centis Consumer Products, Inc.:

(i) all works of authorship, including, without limitation, all copyrightable works, registered or unregistered, all copyrights, together with all translations, adaptations, derivations, and combinations thereof, and all applications, registrations and renewals in connection therewith in any and all countries;

(ii) any and all past and present rights and powers, whether statutory, under common law or otherwise, which have accrued or may accrue to the Assignors, of any and all kind or nature (including, without limitation, any and all moral rights) in connection with such works of authorship described in paragraph (i) above;

- (iii) all databases, data compilations and data collections;
- (iv) all proprietary computer software, source code and object code, whether embodied in software, firmware or otherwise (including related data and documentation);
- (v) all registered and unregistered trademarks, service marks, trade dress, logos, trade names and corporate names, together with all translations, adaptations, derivations, variations and combinations thereof, including those not yet developed, and including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith in any and all countries, including, without limitation, the trademarks listed in Schedule A annexed hereto;
- (vi) any and all past and present rights and powers, whether statutory, under common law or otherwise, which have accrued or may accrue to the Assignors, of any and all kind or nature, in connection with the trademarks and associated intellectual property described in paragraph (v) above;
- (vii) all domain names and associated registrations, domain name rights for domain names which relate to, include, or incorporate any of the trademarks listed in Schedule A, web addresses and websites, including, without limitation, the domain names listed in Schedule B annexed hereto;
- (viii) all copies and tangible embodiments of the foregoing described in paragraphs (i), (iii), (iv), (v) and (vii) above, in any form or medium;
- (ix) all licenses, covenants not to sue, agreements and other contracts, and all renewals, extensions, supplements and continuations thereof, relating to any of the foregoing described in paragraphs (i) through (viii) above;
- (x) any and all past, present or future income, royalties or claims for damages (including, without limitation, the right to sue for and collect such damages) in connection with any of the foregoing described in paragraphs (i) through (ix) above, including, without limitation, damages by reason of past and future infringement;

and all of the foregoing are to be held and enjoyed by the Assignee and its successors and assigns to the full end of any applicable terms, plus any extensions that may be available to the Assignee and which are subsequently elected by the Assignee.

2. Authorizations.

Without further consideration, the Assignors hereby request and authorize the Commissioner of Patents and Trademarks of the United States or any other appropriate empowered official of the United States or any applicable foreign jurisdiction:

(i) to record the transfer of any and all copyrights, trademarks, domain names or other intellectual property or other assets which come within the classes described in Article 1, to the Assignee as assignee of the Assignors' entire right, title and interest therein; and

(ii) to issue any and all trademarks resulting from applications for marks, including, without limitation, those listed in Schedule A, or any translations, adaptations, derivations, and combinations thereof, and all applications, registrations and renewals in connection therewith to the Assignee as assignee of the Assignors' entire right, title and interest therein.

3. Further Assurance.

Without further consideration, the Assignors further agree:

(i) to execute, upon request by the Assignee, additional assignment agreements transferring their entire right, title and interest in and to any and all copyrights, trademarks, domain names or other intellectual property or other assets which come within the classes described in Article 1, whether identified by the Assignors or the Assignee, which were not assigned under this Assignment Agreement;

(ii) to execute and have executed, upon request by the Assignee, any and all other documents of any kind whatsoever (including, without limitation, any domain name transfer agreements), and to provide any information that is in the Assignors' possession or under their control, in each case as may be required to carry out the terms and intent of this Assignment Agreement or any future agreement executed pursuant to paragraph (i) above; and

(iii) to fully cooperate with the Assignee to enable the Assignee to duly record this instrument of assignment with any government or administrative offices or agencies, whether in the United States or another country (including, without limitation, the United States Copyright Office, the United States Patent and Trademark Office and any domain name registrars) to ensure that the Assignee's entire right, title, and interest in and to any and all copyrights, trademarks, domain names or other intellectual property or other assets which come within the classes described in Article 1, assigned under this Assignment Agreement or any future agreement executed pursuant to paragraph (i) above, is duly made of record in the United States and applicable foreign countries.

4. Acceptance by the Assignee.

The Assignee hereby accepts this Assignment Agreement from the Assignors assigning from the Assignors to the Assignee their entire right, title and interest in and to all the copyrights, trademarks, domain names and all other intellectual property and other assets which come within the classes described in Article 1.

CENTIS INC.

By: _____

Robert Annas

Date: _____

3/6/03

Title: Chief Restructuring Officer

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On this 6th of March, 2003, before me Evangelina Garcia, Notary Public personally appeared Robert Annas and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the entity upon the behalf of which the person acted, executed this instrument.

[SEAL]



Evangelina Garcia
Notary Public

CENTIS CONSUMER PRODUCTS, INC.

By: _____

Robert Annas

Date: _____

3/6/03

Title: Chief Restructuring Officer

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On this 6th of March, 2003, before me Evangelina Garcia, Notary Public personally appeared Robert Annas and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the entity upon the behalf of which the person acted, executed this instrument.

[SEAL]



Evangelina Garcia
Notary Public

ESSELTE CORPORATION

By: [Signature]

Date: 7 MARCH 2003

Title: AUTHORIZED SIGNATORY

STATE OF MA)
COUNTY OF Suffolk) ss.

On this 7th of March, 2003 before me personally appeared
to me known and known to me to be the person described in
and who executed the foregoing instrument, and he duly acknowledged to me that he executed
the same for the uses and purposes therein set forth.

[SEAL]

[Signature]
Notary Public

Trademarks
Schedule A

Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)
COOL MOVES	2,237,777 (75/365,984)	4/6/1999 (9/30/1997)
COOL POCKETS	2,239,759 (75/365,985)	4/13/1999 (9/30/1997)
CRAZY COVERS	2,411,250 (75/601,631)	12/5/2000 (12/3/1998)
FLIP FILES	2,315,944 (75/561,437)	2/8/2000 (9/29/1998)
SKAN-A-PAGE	2,283,367 (75/561,438)	10/5/1999 (9/29/1998)
SLIDE-SHO	2,497,443 (75/561,439)	10/16/2001 (9/29/1998)
SURPRISE POCKETS	2,654,179 (76/351,891)	11/26/2002 (12/20/2001)
SURPRISE POCKETS	(1140390) Canadian Registration	(5/10/2002)
JM (stylized)	1,961,711 (74/623,699)	3/12/1996 (1/20/1995)
STIK-EESE (stylized)	786,185 (72/176,454)	3/2/1965 (9/06/1963)
VYRIN	773,681 (72/181,910)	7/21/1964 (11/26/1963)
DUO-BIND	821,758 (72/210,759)	1/3/1967 (1/27/1965)
DUO-CLICK	1,861,394 (74/344,157)	11/1/1994 (12/29/1992)
DUO-TANG	742,531 (72/139,284)	12/25/1962 (3/7/1962)
DUO-TANG	737,924 (72/137,514)	09/18/1962 (2/8/1962)
DUO-TEX	1,493,083 (73/681,014)	6/21/1988 (8/24/1987)
GO PORT	827,168 (72/238,412)	4/11/1967 (2/9/1966)
HOLIDAY HELPERS	2,274,500 (75/551,616)	8/31/1999 (9/11/1998)

Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)
HOME HELPERS	2,379,972 (75/532,828)	8/22/2000 (8/07/1998)
LEAVE A LASTING IMPRESSION	2,317,101 (75/395,558)	2/8/2000 (11/24/1997)
PALLETS OF PROFIT	2,063,253 (75/118,982)	5/20/1997 (6/14/1996)
PC PRINTABLE	2,380,084 (75/395,136)	8/22/2000 (11/24/1997)
DUO-CLICK	A601671 (601,671) Australian Registration	12/29/1992 (US priority date) (5/4/1993)
DUO-CLICK	TMA457608 (0726893) Canadian Registration	5/24/1996 (4/16/1993)
DUO-CLICK	B1535442 (B1535442) UK Registration	12/29/1992 (US priority date) (5/12/1993)
DUO-TANG	UCA040157 (0211948) Canadian Registration	7/10/1951 (7/10/1951)
DUO-TANG	812,246,276 (0264148) Brazilian Registration	9/22/87 (10/24/85)
ECO-FRIENDLY	TMA545794 (0878910) Canadian Registration	05/29/2001 (05/20/1998)
ECO-FRIENDLY	(333,543) Mexican Registration	(05/22/1998)
GRANADA	TMA434480 (0729941) Canadian Registration	10/14/1994 (5/28/1993)

Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)
HANG-TANG	TMA359306 (0610912) Canadian Registration	8/11/89 (11/07/1988)
HANG-TANG	(63-83596) Japanese Registration	(07/20/1988)
LEAVE A LASTING IMPRESSION	(333,542) Mexican Registration	(05/22/1998)
PC PRINTABLE	629143 (333541) Mexican Registration	10/21/1999 (05/22/1998)
CENTURY CRAFT		
ECO-FRIENDLY	(75/395,144)	(11/24/97)
GRANADA	(74/402,505)	(06/17/1993)
HANG-TANG	1,547,332 (73/745,077)	7/11/89 (08/09/1988)
HOLIDAY HELPERS	(1,001,141) Canadian Registration	(01/04/1999)
HOME HELPERS	(1,001,140) Canadian Registration	(01/04/1999)
LEATHERINE	(74/402,894)	(06/18/1993)
LEATHERINE	(0729940) (0769018) Canadian Registration	(05/28/1993) (11/18/1994)
LEAVE A LASTING IMPRESSION	(0878909) Canadian Registration	(05/20/1998)
NATURAL WORLD	1,076,947 (117,516)	11/08/1977 (02/28/1977)
OFFICE HELPERS	(1,001,139) Canadian Registration	(01/04/1999)
OFFICE HELPERS	(75/535,808)	(08/13/1998)
PC PRINTABLE	(0878908) Canadian Registration	(05/20/1998)

Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)
PERMA-BIND	(75/652,909)	(03/05/1999)
PERMA-BIND	(1,025,865) Canadian Registration	(08/13/1999)
SCHOOL HELPERS	(75/535,744)	(08/13/1998)
SCHOOL HELPERS	(1,001,142) Canadian Registration	(01/04/1999)
SPORTS SHOTS	1,544,407 (747,846)	06/20/1989 (08/23/1988)

Schedule B
Domain Names

Domain Name
Sigloproductos.com
CentisCPC.com
CentisCPD.com
JMCompany.com
Centurycraft.com
Duotang.com
Duo-tang.com