

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Faber-Castell Unternehmensverwaltung GmbH & Co.		12/21/2006	LIMITED LIABILITY COMPANY: GERMANY

RECEIVING PARTY DATA

Name:	Faber-Castell AG
Street Address:	Nuernberger Strasse 2
City:	Stein 2
State/Country:	GERMANY
Postal Code:	90546
Entity Type:	CORPORATION: GERMANY

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1056171	FABER-CASTELL

CORRESPONDENCE DATA

Fax Number: (212)909-6836
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2129096000
 Email: trademarks@debevoise.com
 Correspondent Name: Matthew Heintz, Esq.
 Address Line 1: 919 Third Avenue
 Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	18365-1002
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DOMESTIC REPRESENTATIVE

Name:
 Address Line 1:

CH \$40.00 1056171

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Matthew Heintz, Esq.

Signature:

/Matthew Heintz/

Date:

01/10/2007

Total Attachments: 2

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ASSIGNMENT OF U.S. TRADEMARKS

ASSIGNMENT OF TRADEMARKS (the "Assignment") made as of December 21, 2006, by A.W. Faber-Castell Unternehmensverwaltung GmbH & Co., a German limited liability company having a principal place of business at Nuernberger Strasse 2, Stein, Germany 90546 ("Assignor") to Faber-Castell AG, a German corporation having a principal place of business at Nuernberger Strasse 2, Stein, Germany 90546 ("Assignee").

WHEREAS, Assignor is the owner of record of the mark FABER-CASTELL, registration number 1,056,171, which is registered in the United States Patent and Trademark Office (the "Assigned Mark"); and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the Assigned Mark;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

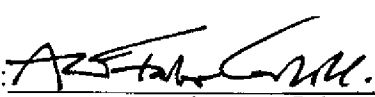
Assignor does hereby transfer, convey, assign and deliver to Assignee all right, title and interest of Assignor in and to the Assigned Mark and the registration thereof, and the goodwill of the business connected with the use thereof and symbolized thereby, free and clear of liens or encumbrances of any kind; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Mark, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

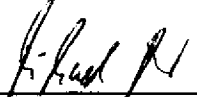
At any time after the date of this Assignment, Assignor hereby agrees that Assignor shall and shall cause its affiliates and related parties to, from time to time, execute and deliver to Assignee such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary, or otherwise reasonably be requested by Assignee, to confirm and assure the rights and obligations provided for in this Assignment and render effective the consummation of the transactions contemplated hereby, or otherwise to carry out the intent and purposes of this Assignment.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues and in all other respects including as to validity, interpretation and effect by the laws of the State of New York, without giving effect to the conflict of laws rules thereof.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first written above.

A.W. Faber-Castell
Unternehmensverwaltung GmbH & Co.

By: 
Name: *A.W. Graf von Faber-Castell*
Title: *Chairman & Chief Executive Officer*


Michael Boy
CFO