

12-04-2001

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101907737

Please record the attached original document or copy thereof.

1. Name of Party(ies) conveying an interest:

Neato, LLC
Neato (UK) Limited

2. Name and Address of Party(ies) receiving an interest:

Name: Fellowes, Inc.
Internal Address:
Street Address: 1789 Norwood Avenue
City: Itasca
State/Zip: Illinois 60143

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

Additional name(s) and addresses attached?

☐ Yes ☒ No

3. Description of the interest conveyed:

☒ Assignment☐ Change of NameOther: Acquisition Agreement - See attached corporate
Patent Assignment with Exhibit A☐ Security Agreement☐ MergerExecution Date: September 7, 2001; September 7, 2001;
September 7, 20014. Application number(s) or patent number(s). Additional sheet attached? ☒ Yes ☐ No

If this document is being filed together with a new application, the execution date of the application is:

Date

A. Patent Application No.(s)

See Attached Exhibit A to Patent Assignment

B. Patent No.(s)

See Attached Exhibit A to Patent Assignment

Additional numbers attached? ☒ Yes ☐ No5. Name and address of party to whom correspondence
concerning document should be mailed:BRINKS HOFER GILSON & LIONE
P.O. BOX 10395
CHICAGO, IL 60610
(312)321-4200

6. Number of applications and patents involved: 18

7. Total fee (37 CFR 3.41)

\$ 720.00

☒ Enclosed☐ Authorized to be charged to Deposit Account No.
23-19258. ☒ Please charge any deficiencies in fee or credit any
overpayment to Deposit Account No. 23-1925.

DO NOT USE THIS SPACE

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720.00 OP

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.

G. Peter Nichols, Reg. No. 34,401

Name of Person Signing

Signature

November 29, 2001

Date

Total number of pages including cover sheet, attachments, and document: 7

EXHIBIT A

Patent No. Issue Date	Serial No. Filing Date	Title	Inventor(s)/ Assignee	Reel/Frame No(s)
pending	09/411,547 October 1, 1999	Further Improvements in Pouches	Tracy et al. Assignee: Neato, LLC	Reel: 010769 Frames: 0692-0695
5,902,446 May 11, 1999	08/661,443 June 11, 1996	Labeler Apparatus and Method of Applying Self- Adhesive Labels to Compact Disks	Casillo et al. 1. Casillo et al. to Micropatent 2 Micropatent to Neato, LLC	Reel: 7237 Frames: 806-808 Reel: 8737 Frames: 0332-0335
pending	08/685,555 July 24, 1996	Disk Labeling Device	1. Tracy et al. Assignee: Micropatent to Neato, LLC 2. Micropatent to Neat-O, LLC 3. Parkman to Neato, LLC	1. Reel: 8142 Frames 0454-0455 2. Reel: 9695 Frames: 0822-0825 3. Reel: 10028 Frames 0303-0304
5,789,051 August 4, 1998	08/743,945 November 4, 1996	Perforated Stock for Labeling CD- Rom Jewel Case	Peter Tracy Assignee: Neato, LLC	Reel: 10018 Frames: 0903-0906
pending	09/141,848 August 27, 1998	Disk Labeling Device	Peter H. Tracy et al. Assignee: Neat-O LLC	Reel: 9415 Frames: 0592-0595
pending	09/141,878 August 27, 1998	Perforated Stock for Labeling Tray Liners and Audio Cassette Cases	Peter H. Tracy Assignee: Neat-O LLC	Reel: 9424 Frames: 0491-0493
6,155,026 December 5, 2000	09/130,285 August 3, 1998	Perforated Stock for Labeling CD- Rom Jewel Case	Peter H. Tracy Assignee: Neato, LLC	Reel: 9489 Frames: 0602-0604

Patent No. Issue Date	Serial No. Filing Date	Title	Inventor(s)/ Assignee	Reel/Frame No(s)
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5,770,289 June 23, 1998	08/748,430 November 13, 1996	Die-Cut Self- Adhesive Label for Labeling CD- Roms	Peter Tracy Peter Tracy to Micropatent Micropatent to Neato, LLC Assignee: Neato, LLC	Reel: 8308 Frames: 0032-0034 unknown
6,257,404 July 10, 2001	09/406,515 September 28, 1999	Printable Blank of Improved Durability for Forming Video Cassette Boxes	Peter H. Tracy et al. Assignee: Neato, LLC	Reel: 10967 Frames: 0261-0264
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pending	09/474,684 December 29, 1999	CD Labeler Fixture	Peter Atkinson Assignee: Neato, LLC	Reel: 10772 Frames: 0117-0119
pending	09/564,993 May 4, 2000	CD Labeler Fixture	Peter Atkinson et al. Assignee: Neato, LLC	Reel: 011994 Frames: 0043-0045
pending	09/564,888 May 4, 2000	Foldable Die Cut Self-Adhesive Label Sheet for Labeling CD- Roms	Peter Atkinson Assignee: Neato, LLC	unknown

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6,279,821 August 28, 2001	09/193,329 November 16, 1998	Printable Blank For Forming Video Cassette Boxes	Kubitsky et al. Assignee: Neato, LLC	Reel: 9760 Frames: 0214-0217
	09/932,130 August 16, 2001 based on 60/248,155 November 13, 2000	CIP of One Piece CD Applicator Device for Placing a Label of Any External Profile on a Compact Disc As Well As A Method For Manufacturing and for The Use Of The Device	Paulo Leonardi Assignee: Neato, LLC	Reel: 012111 Frame: 0610
	09/910,476 July 20, 2001	Perforated Stock for Labeling CD- ROM Jewel Case (Slimline)	Peter Tracy Assignee: Neato, LLC	unknown

PATENT ASSIGNMENT

This Patent Assignment (the "Assignment"), dated September 7, 2001, is made between Neato, LLC, a Connecticut limited liability company ("Neato"), and Neato (UK) Limited, a private limited company organized under the laws of the United Kingdom ("Neato UK"), (Neato and Neato UK are hereinafter referred to as "Assignors") and Fellowes, Inc., an Illinois corporation ("Fellowes").

WHEREAS, Assignors are the owner or co-owner by assignment of the entire right, title, and interest in and to the patents and patent applications identified on the attached Exhibit A, together with the inventions disclosed therein ("the Patents"); and

WHEREAS, Assignors, Fellowes and other related parties have entered into an Acquisition Agreement dated September 7, 2001 (the "Acquisition Agreement"), pursuant to which Fellowes will acquire substantially all of the assets of Assignors including the Patents; and

WHEREAS, Fellowes seeks to acquire the entire right, title, and interest in and to the Patents, and all of the rights vested in Assignors by virtue of the instruments of assignment and/or by virtue of other instruments pursuant to which Assignors became vested with said ownership, including the right, title, and interest in and to any and all improvements acquired pursuant to the terms of said instruments of assignment.

NOW, THEREFORE, in consideration of the Acquisition Agreement, and for other good and valuable consideration, the parties agree as follows:

1. Assignors hereby sell, assign, transfer, and convey unto Fellowes Assignors' entire right, title, and interest in and to the Patents, and in and to any substitution, division, continuation, continuation-in-part, reissue, reexamination, and extension of the Patents, together with all of Assignors' entire rights under the International Convention, and all other rights vested in Assignors by virtue of the instruments of assignment and/or by virtue of other instruments pursuant to which Assignors became vested with said ownership, including the right, title, and interest in and to any and all improvements acquired pursuant to the terms of said instruments of assignment, and each and every Patent, both foreign and domestic, which is granted on any application which is a division, substitution, continuation, or continuation-in-part of any of the Patents, and in and to each and every reissue, reexamination, or extension of any of the Patents.

2. Assignors hereby covenant and agree to cooperate with Fellowes so that Fellowes may enjoy to the fullest extent the right, title, and interest herein conveyed. Such cooperation shall include prompt execution by Assignors of all papers prepared at the expense of Fellowes that are deemed necessary or desirable by Fellowes to perfect in it the right, title, and interest herein conveyed and to obtain and maintain the Patents or any application or Patent that is a division, substitution, continuation, or continuation-in-part, reissue, reexamination, of any of the Patents in any and all countries.

3. Assignors hereby warrant and represent that neither of them has entered into any assignments, contracts, or other understandings with any third party that would conflict with the rights herein granted. This Assignment is subject to the applicable representations, warranties, covenants and indemnities contained in the Acquisition Agreement.. In the event of a conflict or inconsistency between the terms of this Assignment and the terms of the Acquisition Agreement, the terms of the Acquisition Agreement shall govern.


4. The terms, covenants, and provisions of this Assignment shall inure to the benefit of Fellowes, its successors, assigns, and/or legal representatives, and shall be binding upon Assignors, their successors, assigns, and/or other legal representatives.

5. The parties agree that if any part, term, or provision of this Assignment shall be found illegal or in conflict with any valid controlling law, the validity of the remaining provisions shall not be affected thereby. In the event the legality of any provision of this Assignment is brought into question because of a decision by a court of competent jurisdiction of any country in which this Assignment applies, Fellowes, by written notice to Assignors, may revise the provision in question or may delete it entirely so as to comply with the decision of said court.


6. This Assignment shall be construed in accordance with the substantive laws of the State of Illinois of the United States of America.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

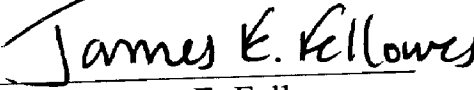
NEATO (UK) LIMITED

By: 
Name: Peter H. Tracy
Title: Director

NEATO, LLC

By: 
Name: Peter H. Tracy
Title: President

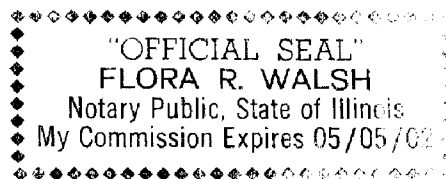
FELLOWES, INC.

By: 
Name: James E. Fellowes
Title: Chief Executive Officer

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State of Illinois)
) ss.
County of Cook)

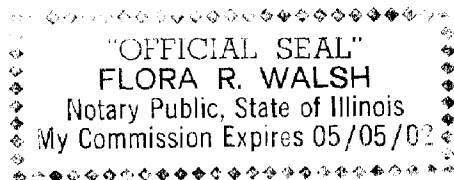
On this TH day of September 2001, before me appeared Peter H. Tracy, the person who signed this instrument, who acknowledged that he signed it as a free act on behalf of the identified limited liability company with authority to do so.



Flora R. Walsh
Notary Public
My Commission Expires:

State of Illinois)
) ss.
County of Cook)

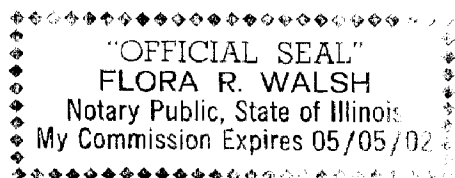
On this TH day of September 2001, before me appeared Peter H. Tracy, the person who signed this instrument, who acknowledged that he signed it as a free act on behalf of the identified private limited company with authority to do so.



Flora R. Walsh
Notary Public
My Commission Expires:

State of Illinois)
) ss.
County of Cook)

On this TH day of September 2001, before me appeared James E. Fellowes, the person who signed this instrument, who acknowledged that he signed it as a free act on behalf of the identified corporation with authority to do so.



Flora R. Walsh
Notary Public
My Commission Expires:

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