

02-10-2003

Form PTO-1595
(Rev. 10/02)

RE



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings

102362436

11002 U.S.
29175276

01/31/03

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

1. Name of conveying party(ies):

Mark A. GOLDBERG

01.31.03

2. Name and address of receiving party(ies)

Name: SYSTEMAX, INC.

Internal Address:

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Street Address: 22 Harbor Park Drive

City: Port Washington State: NY Zip: 11050

Execution Date: 01/29/2003

Additional name(s) & address(es) attached? Yes No

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

29175276

If this document is being filed together with a new application, the execution date of the application is: 29 JAN 2003

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Gibbons, Del Deo, Dolan, Griffinger

Internal Address: & Vecchione

Street Address: One Pennsylvania Plaza - 37 Fl

City: New York State: NY Zip: 10119-3701

6. Total number of applications and patents involved: 1

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

03-3839 - Only for deficiency or overpayment

DO NOT USE THIS SPACE

9. Signature.

Robert J. Hess

Name of Person Signing

Signature

January 31, 2003

Date

Total number of pages including cover sheet, attachments, and documents: 4

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

02/04/2003 SSITHIE1 00000004 29175276

02 FC:8021

40.00 OP

PATENT
REEL: 013729 FRAME: 0145

Attorney Docket: 103568-48211

ASSIGNMENT

WHEREAS, I, Mark A. GOLDBERG, a citizen of the United States of America, having a mailing address at 203 Regent Drive, Lido Beach, New York 11561, ("Assignor") have made a new, original and ornamental design entitled:

WORKBENCH

described in the accompanying Application for United States Design Letters Patent, being filed concurrently herewith; and

WHEREAS, SYSTEMAX, INC., a corporation organized and existing under and by virtue of the laws of Delaware, the United States of America, and having offices and doing business at 22 Harbor Park Drive, Port Washington, NY 11050, and elsewhere, ("Assignee") is desirous of securing the entire right, title and interest in and to the said application, design and Letters Patent, when granted, and in and to any divisions, continuations, continuation-in-parts, improvements, reexaminations, reissues or extensions that may be made or granted thereon;

NOW, THEREFORE, BE IT KNOWN that for and in good and valuable consideration, the receipt of all of which is hereby acknowledged, the Assignor, has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto the Assignee, its successors, assigns and nominees, the entire right, title and interest throughout the world in and to the application, design and Letters Patent, when granted, and in and to any divisions, continuations, continuation-in-parts, improvements, reexaminations, reissues or extensions that may be made or granted on any of them; and

FOR THE CONSIDERATION AFORESAID, I hereby covenant and agree, that whenever requested by said Assignee, its counsel or representative, the Assignee's successors, assigns, nominees, or the counsel or representative of the Assignee's successors, assigns, or nominees, to execute any papers or drawings for procurement of valid Letters Patent for the design or for the reissue, reexamination, division, continuation or extension of the same, we will do so and will take all rightful oaths and affidavits, and do all acts necessary or required to be done, including testifying at an interference proceeding, to secure to the said Assignee, its successors, assigns or nominees, the title to and full benefit of all rights hereby assigned, without charge to said Assignor, but at the expense of the Assignee, its successors, assigns or nominees; and

FOR THE CONSIDERATION AFORESAID, I have sold, assigned, transferred and set over and by these presents do sell, assign, transfer and set over unto the said Assignee, its successors and assigns, or the nominees of any of them, the entire right, title and interest in and to any and all Letters Patent for said design which may be granted in countries foreign to the United States, and in and to any applications for Letters Patent which may be filed for said design in countries foreign to the United States, and in and to the design described in said applications; and I hereby authorize and empower said Assignee and its successors, assigns or nominees, to apply for Letters Patent or other form of protection on said design in its own name or in the name of its successors, assigns or nominees, in any or all countries where it may desire to file such application, and where said application may be filed by another other than the designer; and I hereby covenant and agree to sign all papers and drawings, take all rightful oaths, execute all rightful affidavits, and do all acts necessary or required to be done for the procurement and maintenance of Letters Patent or other form of protection for said design in countries foreign to the United States, and for further investing or confirming the right and title thereto in the Assignee, its successors, assigns or


nominees, without charge to said Assignor, but at the expense of the Assignee, its successors, assigns or nominees;

TO HAVE AND TO HOLD the same to the full end of the term or terms for which Design Letters Patent may be granted, as fully and completely as the same might be held by me had this sale and assignment not been made;

AND The Commissioner of Patents is requested to issue said Design Letters Patent, when granted, in accordance with this sale and assignment.

I declare under penalty of perjury under the laws of the United States of America that I have signed this document as my own free act and that all of the foregoing is true and correct.

Date: 1/29/03



Mark A. GOLDBERG
Inventor