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05-17-2004

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U.S. DEPARTMENT OF COMMERCE
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5-13-04

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To the Honorable Commissioner

102746524

Record and attached original documents or copy thereof.

1. Name of conveying party(ies):
Decision Point Marketing, Inc.

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

2. Name and address of receiving party(ies)

Name: Rock-Tenn Converting Company

Internal Address: Post Office Box 4098

Street Address: _____

City: Norcross State: GA Zip: 30091

Additional Name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: September 19, 2003

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

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

A. Patent Application No.(s)
10/075,702

B. Patent No.(s)
5,746,328

Additional numbers attached? ☐ Yes ☒ No

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

Name: Howard A. MacCord, Jr.

Internal Address: Post Office Box 2974

Greensboro, NC 27402

Street Address: 1600 Wachovia Tower

300 N. Greene Street

City: Greensboro State: NC Zip: 27401

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 3.41) \$ 80.00

- ☒ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

501923

(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.

Donna Cottelli
Name of Person Signing

Donna Cottelli
Signature

May 11, 2004
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

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PATENT
REEL: 015312 FRAME: 0030

ASSIGNMENT OF RIGHTS

THIS ASSIGNMENT OF RIGHTS ("Assignment") is made as of September 19, 2003 by and between, Decision Point Marketing, Inc., a North Carolina corporation ("Assignor"), and Rock-Tenn Converting Company, a Georgia corporation ("Assignee").

RECITALS

Assignor is a party to a certain Asset Purchase Agreement dated as of September 19, 2003 (the "Agreement"), pursuant to which Assignor has agreed to transfer to Assignee and Assignee has agreed to accept the transfer from Assignor, certain contract rights, "Equipment" and "Intellectual Property" (as defined in the Agreement) related to Assignor Business as defined in the Agreement, including, without limitation certain patents, trademarks and trade names of Assignor used in connection with the Business. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all rights hereunder.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign patents, trademarks, service mark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "**Marks**"), which Marks are used in connection with the Business.

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor if this Assignment had never been executed; provided, however, that Assignor shall be entitled, following Closing of the Agreement, to take such reasonable steps as are necessary and appropriate for Assignor to collect its remaining accounts receivable, to satisfy creditors, to liquidate the Business and to otherwise wind up the affairs of the Business.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of North Carolina without giving effect to the principles of conflicts of laws thereof.

This Assignment may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, Assignors has caused an authorized individual to execute this Assignment as of the date first written above.

ASSIGNOR


DECISION POINT MARKETING, INC.

By: 

Its: Chairman & CEO

ASSIGNEE

ROCK-TENN CONVERTING COMPANY

By: 

Its: Vice President

Trademarks, Patents and Pending Patent Applications

<u>Trademark Reg No.</u>	<u>Mark</u>	<u>Date</u>
1,823,103	Decision Point Marketing Triangle in a Triangle Logo	2/22/94
1,824,568	Decision Point Marketing	3/1/94
T-10,293	Decision Point Marketing	10/27/92

<u>Patent No.</u>	<u>Invention</u>	<u>Date</u>
5,240,125	Point-of-Sale Pusher Device	8/1/93
5,294,020	Dispensing Mechanism for Cylindrical Products	5/15/94
5,353,939	Variable Pusher Point of Purchase Display	10/11/94
5,351,839	Vertically Adjustable Pusher Point of Purchase Display	10/4/94
5,746,328	Pegboard Mountable Adjustable Merchandising Rack	5/5/98 -

<u>Patent Application No.</u>	<u>Invention</u>	<u>Status</u>
10/075/702	Shippable Stocked and Restockable Point of Purchase Display	Pending ~