

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Omega Docs, LLC	08/31/2006
RECEIVING PARTY DATA	
Name:	Sanford, L.P.
Street Address:	2707 Butterfield Road
City:	Oak Brook
State/Country:	ILLINOIS
Postal Code:	60523
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11066868
CORRESPONDENCE DATA	
Fax Number:	(312)474-0448
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	31247463300
Email:	docket@marshallip.com
Correspondent Name:	Marshall Gerstein & Borun LLP
Address Line 1:	233 S. Wacker Drive
Address Line 2:	6300 Sears Tower
Address Line 4:	Chicago, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	31118/OD001
NAME OF SUBMITTER:	Karen Morfoot
Total Attachments: 4 source=omega#page1.tif source=omega#page2.tif source=omega#page3.tif	

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PATENT

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ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

WHEREAS, Omega Docs, LLC, a Texas limited liability company ("Assignor"), and Sanford, L.P., an Illinois limited partnership ("Purchaser") have entered into an Asset Purchase Agreement dated as of August 31, 2006 (the "Agreement"); and

WHEREAS, under the Agreement, Purchaser agreed to purchase substantially all of the assets of the Business (as that term is defined in the Agreement) of Assignor; and

WHEREAS, in conducting the Business, Assignor has acquired an interest in some intellectual property assets that are held for use or intended to be used in the operation or conduct of the Business to be transferred to Purchaser; and

WHEREAS, Assignor is the owner of all right, title and interest in and to various United States federal and state trademark and service mark registrations and applications therefor that are related to the Business (collectively, the "Domestic Trademarks"), including, but not limited to, the federal and state registrations and applications listed in Schedule A; and

WHEREAS, in the United States of America, Assignor is the owner of all right, title and interest in and to various ideas, inventions, patents and utility models and applications therefor that are related to the Business, including the patents and utility models and applications therefor listed in Schedule B hereto, and all reissues, divisions, continuations, continuations-in-parts, extensions, and reexaminations thereof or thereon (collectively, the "Domestic Patents"); and

WHEREAS, Assignor is the owner of all right, title and interest in and to various unregistered copyrights that are related to the Business (collectively, the "Unregistered Copyrights"), including, but not limited to, the copyright registrations for the software listed in Schedule C; and

WHEREAS, Assignor, to the best of its knowledge, is the owner of certain right, title and interest in and to various trade dress, know-how, trade secrets, unregistered trademarks, service marks and tradenames, and other similar proprietary rights that are related to the Business and required to be transferred under the Agreement (collectively, the "Other IP Assets"), including the unregistered trademarks and domain names set forth on Schedule C; and

WHEREAS, Purchaser ("Assignee") is desirous of acquiring all of Assignor's right, title and interest in and to all Domestic Trademarks, Domestic Patents, Unregistered Copyrights and the Other IP Assets (collectively, the "ASSETS"), and Assignor has promised, in the Agreement, to cause the same to be assigned; and

NOW, THEREFORE, for ten dollars (US \$10.00) and other valuable and legally sufficient consideration, including the consideration set forth in the Agreement, acknowledged by Assignor to have been received in full:

1. Assignor does hereby sell, convey, assign and transfer to Assignee the entire right, title and interest in, to and under all ASSETS together with the goodwill of the business symbolized by such ASSETS, together with all rights and privileges granted and secured thereby, including the full right to sue for past, present or future infringement of such ASSETS, these rights to be held and enjoyed by Assignee as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment Of Intellectual Property Assets and sale had not been made.

2. Assignor hereby covenants that it has full right to convey the entire interest herein assigned and agrees to execute any and all documents reasonably required to effect this Assignment Of Intellectual Property Assets, including any assignments necessary to record transfer of title.

3. Assignor hereby covenants and agrees that it will execute and deliver, or cause to be executed and delivered, such other instruments of conveyance, assignment, transfer and delivery, and will take such other actions, as Assignee may reasonably request in order to more effectively transfer, convey, assign and deliver to Assignee any of the ASSETS, or to enable Assignee to exercise and enjoy all rights and benefits of Assignor with respect thereto. The expense incurred by Assignor in providing such cooperation shall be paid for by Assignee except as otherwise provided in the Agreement.

4. The terms and covenants of this Assignment Of Intellectual Property Assets shall inure to the benefit of Assignee, its successors and assigns and other legal representatives, and shall be binding upon Assignor, its respective heirs, legal representatives and assigns.

5. Assignor hereby warrants and represents that it has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

6. Assignor hereby requests that the appropriate patent, trademark or other government offices record this Assignment Of Intellectual Property Assets and issue a new certificate of registration in Assignee's name.

7. This Assignment Of Intellectual Property Assets does not (i) convey any rights of Assignor other than those required to be transferred under the Agreement, (ii) create any obligations for Assignor in addition to those provided under the Agreement, or (iii) relieve Assignor of any obligations under the Agreement.

[Signature page follows.]

IN TESTIMONY WHEREOF, Assignor has executed this Assignment Of Intellectual Property Assets this 31st day of August, 2006.

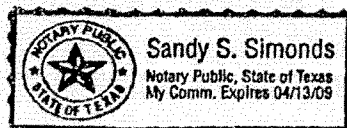
OMEGA DOCS, LLC

By: [Signature]
Its: PRESIDENT

STATE OF TEXAS)
COUNTY OF DALLAS) SS:

On this 31st day of August, 2006, before me appeared JEREMY PERRY, who, being by me duly sworn, did say that he/she is the PRESIDENT of ASSIGNOR, a limited liability company of the State of Texas, and personally known to me to be the same person whose name is subscribed to the foregoing ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS ("Assignment"), and acknowledged to me that he/she signed and delivered the foregoing Assignment on behalf of and pursuant to authority from such limited liability company and that the foregoing Assignment was a free and voluntary act and deed.

Notary Public Sandy S. Simonds
My commission expires: 4/13/09



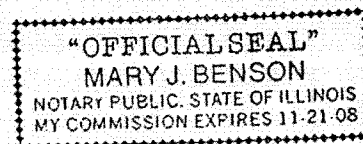
SANFORD, L.P.

By: [Signature]
Its: ASST. SECRETARY
NEWELL OPERATING CO.
ITS GENERAL PARTNER

STATE OF Illinois)
COUNTY OF DuPage) SS:

On this 31st day of August, 2006, before me appeared Stuart Graft, who, being by me duly sworn, did say that he/she is the Asst. Secretary of ASSIGNEE, a limited partnership of the State of Illinois, and personally known to me to be the same person whose name is subscribed to the foregoing ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS ("Assignment"), and acknowledged to me that he/she signed and delivered the foregoing Assignment on behalf of and pursuant to authority from such limited partnership and that the foregoing Assignment was a free and voluntary act and deed.

Notary Public Mary J. Benson
My commission expires: 11/21/08



SCHEDULE B

DOMESTIC PATENTS

U.S. Patent Application Serial No 11/066,868, February 24, 2005, Assigned to Omega Docs, LLC