

PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
BANK OF AMERICA, N.A.	03/12/2001
PEN-TAB INDUSTRIES, INC.	02/27/2001
PEN-TAB HOLDINGS, INC	02/27/2001
STUART HALL COMPANY, INC	02/27/2001

RECEIVING PARTY DATA

Name:	THE MEAD CORPORATION
Street Address:	Courthouse Plaza, N.E.
City:	Dayton
State/Country:	OHIO
Postal Code:	45463

PROPERTY NUMBERS Total: 9

Property Type	Number
Patent Number:	D393873
Patent Number:	D393871
Patent Number:	D394279
Patent Number:	D393872
Patent Number:	D407433
Patent Number:	D393874
Patent Number:	D400920
Patent Number:	D432166
Patent Number:	D412936

CORRESPONDENCE DATA

Fax Number: (866)763-7155  
 Phone: 804-444-7028

OP \$360.00 D393873

Email: docketadministrator@mwv.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: MeadWestvaco Corporation

Address Line 1: 501 South 5th Street

Address Line 2: Attn: IP Legal - Patents

Address Line 4: Richmond, VERMONT 23219

ATTORNEY DOCKET NUMBER:

MCOP GEN

NAME OF SUBMITTER:

Thomas A. Boshinski

Total Attachments: 3

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## ASSIGNMENT OF PATENTS

THIS ASSIGNMENT is made as of March 12, 2001, by BANK OF AMERICA, N.A. (formerly known as Bank of America National Trust and Savings Association), as agent ("Assignor"), for the benefit of THE MEAD CORPORATION, an Ohio corporation ("Assignee"), under the following circumstances:

A. Pursuant to a Collateral Turnover Agreement (the "Turnover Agreement") dated February 27, 2001, among Pen-Tab Industries, Inc. ("Pen-Tab"), Pen-Tab Holdings, Inc. ("Holdings"), Stuart Hall Company, Inc. ("Stuart Hall") and, with Pen-Tab and Holdings, the "Companies") and Assignor, the Companies surrendered to Assignor possession of substantially all of their personal property including, without limitation, certain patents issued by the United States.

B. Assignee and Assignor have entered into an Asset Purchase Agreement of even date herewith (the "Purchase Agreement") pursuant to which Assignee is purchasing from Assignor all of the right, title and interest of the Companies in certain of the assets they surrendered to Assignor pursuant to the Turnover Agreement (the "Purchased Assets"). Terms defined in the Purchase Agreement and not otherwise defined herein are used herein with the meanings given to them in the Purchase Agreement.

C. Assignor is entering into this Agreement pursuant to Section 6.02(b) of the Purchase Agreement to assign to Assignee all of the right, title and interest of the Companies in the patents included in the Purchased Assets.

NOW, THEREFORE, FOR VALUE RECEIVED, the undersigned, hereby sells, assigns, conveys, and transfers all of the right, title and interest of the Companies and the Assignor in the patents described on Exhibit A attached hereto, including any associated goodwill (the "Patents").

Assignor shall take such other actions and shall execute and deliver such other instruments, agreements and documents as Assignee reasonably may request in order to effectively transfer (and without expanding in any manner whatsoever the provisions of or the obligations of the Assignor under the Purchase Agreement), all of the Companies' right, title and interest in and to the Patents to Assignee.

This instrument is subject to all of the terms and conditions of the Purchase Agreement, and shall be governed by, and enforced in accordance with, the laws of the State of Illinois without regard to the principles of conflicts of laws thereof. Consistent with, but not in limitation of, the foregoing, Assignor has made and makes no representation or warranty as to title transfer shall result in said assets being transferred free and clear of any security interest or liens asserted by Assignor.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the date first set forth above.

BANK OF AMERICA, N.A., as agent

By David A. Johanson  
Name: David A. Johanson  
Title: Vice President

## PATENTS

Serial or Registration Number	Title
432,166	Organizer
412,936	Binder Cover
407,433	Loose-leaf binder and cover
400,920	Tablet of facsimile cover sheets
394,279	Exterior of a binder cover
393,874	Loose-leaf binder
393,873	Exterior of a binder cover
393,872	Exterior of a binder cover
393,871	Exterior of a binder cover
09/288,969	A method and system for comparing vendor performance
09/789,686	Modular variable function inserts for notebooks

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