

Tab setting



Documents or copy

To the Honorable Commissioner of Patents and
thereof. **10-26-98**

100868026

1. Name of conveying party(ies):
The Mead Corporation
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation - **Ohio**
 Other
 Additional names(s) of conveying party(ies) attached?
 Yes No

2. Name and address of receiving party(ies):
 Name: **Progressive Ink Company LLC**
 Internal Address: _____
 Street Address: **800 Third Avenue, 24th Floor**
 City: **New York** State: **New York** Zip: **10022**
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation _____
 Other **Delaware Limited Liability Company**
 If assignee is not domiciled in the United States, a domestic
 representative designation is attached: Yes No
 (Designations must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other: _____
 Execution Date: **August 28, 1998**

4. Application number(s) or registration number(s):
 A. Trademark Application No. (s)
 Additional numbers attached? Yes No

B. Trademark registration No. (s)
(1,665,600) 1,665,600
 Yes No

5. Name and address of party to whom correspondence
 concerning document should be mailed:
 Name: **Lora A. Moffatt, Esq.**
 Internal Address: **Sidley & Austin**
 Street Address: **875 Third Avenue**
 City: **New York** State: **NY** Zip: **10022**

6. Total number of applications
 and registrations involved:..... 1
 7. Total fee (37 CFR 3.41):\$ **40.00**
 Enclosed
 Charge excess/credit overpayment to deposit account
 8. Authorized to be charged to Deposit account number:

 50-0643
 (Attached 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.

Lora A. Moffatt
 Name of Person Signing

Ana Kullback
 Signature

10/22/98
 Date

Total number of pages comprising cover sheet 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011).

40.00 EP
 10/03/1998 JMWTKINS 00000062 1665600
 FC:561

TRADEMARK ASSIGNMENT

WHEREAS, THE MEAD CORPORATION, a corporation duly organized and existing under the laws of the State of Ohio and having a principal business address at Courthouse Plaza, N.E., Dayton, Ohio 45463 (hereinafter "Assignor") is the owner of certain registered and unregistered trademarks identified in the attached Schedule A ("Trademarks") and all of the good will appertaining thereto; and

WHEREAS, the Trademarks have been used by Assignor to identify Assignor as the source of those goods and services provided by Assignor through its business; and

WHEREAS, on this 30th day of September, 1998, Assignor has sold, assigned and transferred its Ink Products business to Progressive Ink Company, LLC, a limited liability company duly organized and existing under the laws of the State of Delaware and having a principal business address in New York, New York (hereinafter "Assignee"); and

WHEREAS, in conjunction and connection with said sale, assignment and transfer of Assignor's Ink Products business to Assignee, Assignor has also sold all of its rights, titles, interest in and to the Trademarks identified in the attached Schedule A to Assignee; and

WHEREAS, Assignor is desirous of confirming the sale, assignment and transfer of all of Assignor's rights, titles and interest in and to said Trademarks and the goodwill symbolized thereby and accompanying therewith to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor assigns and hereby sells, assigns, transfers and sets over to Assignee, as of September 30th, 1998 the entire right, title and interest in and to the Trademarks and the goodwill of that portion of Assignor's Ink Products business connected with and appertaining to the Trademark, the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives.

C-9-267-3(a)
9/23/98

TRADEMARK
REEL: 1808 FRAME: 0130

ASSIGNOR further assigns to ASSIGNEE all rights to sue for and receive all damages accruing from past infringements of the Trademarks herein assigned.

This Assignment shall be binding upon the parties, their successors and/or assigns and all others acting by, through, with or under their direction, and all those in privity therewith.

Dated: September 30, 1998

THE MEAD CORPORATION

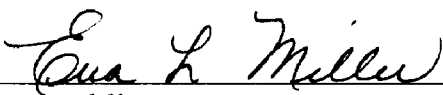
By: 

Name: Thomas E. Palmer

Title: Vice President, General Counsel & Secretary

STATE OF Ohio)
) ss.
COUNTY OF Montgomery

On the 21st day of September, 1998 before me personally came Thomas E. Palmer, to me known, and known to me to be the individual described in, and who executed the foregoing instrument, and he acknowledged to me that he executed the same.



Notary Public

(Seal)



EVA L. MILLER, Notary Public
In and for the State of Ohio
My Commission Expires July 7, 2002

SCHEDULE A

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration Number</u>	<u>Goods</u>
RAINTONE	1,665,600	Printing inks

Unregistered Trademarks

<u>Mark</u>	<u>Goods</u>
RAINCOAT	Printing varnishes