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03-06-2001

FORM PTO-1594  
COMMERCE

RECORDAT



DEPARTMENT OF

(7/97)

TRADI

101626606

Patent and Trademark Office

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

1. Name of conveying party(ies):

THE GILLETTE COMPANY

Entity: A Corporation of Delaware

Additional name(s) of conveying party(ies) attached?

Yes  No

2. Name and address of receiving party(ies):

Name: BEROL CORPORATION

Address 29 E. Stephenson Street

Freeport, IL 61032

3. Nature of conveyance:

Assignment

Merger

Security Agreement  Change of Name

Other

Date: December 20, 2000

Entity: A Corporation of Delaware

If assignee is not domiciled in the United States, an appointment of domestic representative is attached:  Yes  No

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

4. Application or Registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ATTACHED LIST OF TRADEMARKS

Numbers attached?  Yes  No

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

SCHIFF HARDIN & WAITE  
Trademark Department  
6600 Sears Tower  
Chicago, IL 60606

Att. Ref. No(s): 10808-0595

6. Total number of trademark applications and registrations involved:

57

7. Total Fee (37 CFR 3.41)

Enclosed \$1440.00 E

Any additional fees or credits are authorized to be charged to deposit account. A duplicate copy of this page is attached for use when applicable.

8. Deposit Account Number:

19-0409

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.

Andrea E. Friedman

Name of Person Signing

Andrea E. Friedman  
Signature

2/14/01

Date

Total number of pages including cover sheet, attachments and documents: 7

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

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

03/06/2001 6TON11 00000040 1308956

01 FC:481  
02 FC:482

40.00 OP  
1400.00 OP

TRADEMARK  
REEL: 002249 FRAME: 0001

## REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Registration Number</u>	<u>Issue Date</u>
ACCU-POINT	1,308,956	December 11, 1984
AD MATE	1,168,338	September 8, 1981
COMFORT MATE & DES	2,085,008	July 29, 1997
DOUBLE HEARTS DES	612,579	September 20, 1955
DOUBLE HEARTS DES	715,460	May 16, 1961
DRYLINE	2,220,531	January 26, 1999
DYNAGRIP (STYLIZED)	2,138,830	February 24, 1998
ECO-PEN	2,006,507	October 8, 1996
EPIC	817,400	October 25, 1966
ERASERMATE	1,139,230	September 2, 1980
FINGER PINKIES	934,103	May 16, 1972
FLAIR	910,903	April 6, 1971
FLEXGRIP	1,468,284	December 8, 1987
FLEXGRIP ULTRA & DES	2,022,620	December 10, 1996
GEL-GLIDE	2,014,354	November 5, 1996
GEL-WRITER	2,005,235	October 1, 1996
HARDHEAD	1,026,739	December 9, 1975
HOLIDAY	1,204,468	August 10, 1982
JUST FOR COPIES	1,092,780	June 6, 1978
LIMITED EDITION	829,477	May 30, 1967
LINE-LIGHTER	828,590	May 9, 1967
LIQUID PAPER	1,128,621	January 1, 1980
LIQUID PAPER	1,128,622	January 1, 1980
LIQUID PAPER & DROPLET DES	1,237,264	May 10, 1983
LIQUID PAPER & DROPLET DES	870,713	June 10, 1969

## REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Registration Number</u>	<u>Issue Date</u>
LIQUID PAPER & RIBBON DES	1,152,352	April 28, 1981
LP CORPORATE LOGO	1,265,489	January 31, 1984
LP CORPORATE LOGO	922,395	October 19, 1971
LUBRIGLIDE	1,949,514	January 16, 1996
MISTAKE OUT	862,236	December 24, 1968
MR. MARKO	763,036	January 14, 1964
OFF-HAND	948,046	November 28, 1972
OFFICE	44,924	August 1, 1905
PAPERMATE	565,961	October 28, 1952
PAPERMATE & ENCL DOUBLE HEART	595,952	September 28, 1954
PAPERMATE (STYLIZED)	546,296	August 7, 1951
PEN & INK	1,207,154	September 7, 1982
PENCIL MATE & DES	1,231,084	March 15, 1983
PIGGY BACK	730,435	April 24, 1962
PMOP	2,079,884	July 15, 1997
POINT GUARD	1,017,967	August 12, 1975
POWERPOINT	970,771	October 16, 1973
PROFILE	1,510,950	November 1, 1988
SHARPWRITER	2,165,592	June 16, 1998
TW 200	1,165,492	August 18, 1981
TW 400	1,176,169	November 3, 1981
WRITE BROS	1,120,765	June 19, 1979
WRITE TO LEARN	2,135,046	February 3, 1998

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## PENDING APPLICATIONS

<u>Trademark</u>	<u>Serial Number</u>	<u>Filing Date</u>
AT THE HEART OF COMMUNICATION	75/929,699	February 16, 2000
AUTOCORRECT	75/816,058	October 5, 1999
CLEARMATE	75/744,979	July 7, 1999
ERASERMAX	75/681,674	April 13, 1999
GELMAX (STYLIZED)	76/069,966	June 14, 2000
GELSTICK	75/748,595	July 7, 1999
PENDULUM	75/803,607	September 16, 1999
SILK-WRITER	75/721,890	June 4, 1999
WIDEMATE	75/771,323	August 9, 1999

**ASSIGNMENT OF U.S. INTELLECTUAL PROPERTY ASSETS**

WHEREAS, The Gillette Company, a Delaware Corporation ("Assignor"), and Newell Rubbermaid Inc., a Delaware corporation ("Buyer") have entered into a Purchase Agreement dated as of August 21, 2000 (the "Agreement"); and

WHEREAS, under the Agreement, Buyer agreed to purchase the Stationery Business (as that term is defined in the Agreement) of Assignor and its Subsidiaries; and

WHEREAS, in conducting the Stationery Business, Assignor has acquired an interest in some intellectual property assets that are predominantly used in connection with the operation of the Stationery Business to be transferred to Buyer; and

WHEREAS, in the United States of America, Assignor is the owner of all right, title and interest in and to various federal and state trademark, service mark and trade dress registrations and applications therefor that are predominantly used in connection with the operation of the Stationery Business (hereinafter, collectively, the "Federal Trademarks"), including 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 predominantly used in connection with the operation of the Stationery Business, including the United States 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 (hereinafter, collectively, the "Federal Patents"); and

WHEREAS, in the United States of America, Assignor, to the best of its knowledge, is the owner of certain right, title and interest in and to various registered and unregistered copyrights, trade dress, know-how, trade secrets, common law trademarks, service marks and tradenames, and other similar proprietary rights that are predominantly used in connection with the operation of the Stationery Business and required to be transferred under the Agreement (hereinafter, collectively, the "Common Law Assets"); and

WHEREAS, Buyer, through its subsidiary Berol Corporation ("Berol") a Delaware corporation, is desirous of acquiring all of Assignor's right, title and interest in and to all Federal Trademarks and Federal Patents (hereinafter, collectively, the "Federal Assets"), and Assignor has promised, in the Agreement, to cause the same to be assigned; and

WHEREAS, Buyer, through its subsidiary Sanford L.P. ("Sanford") an Illinois limited partnership, is desirous of acquiring all of Assignor's right, title and interest in and to all the Common Law Assets, and Assignor has promised, in the Agreement, to cause the same to be assigned; and

WHEREAS, hereinafter Berol and Sanford shall collectively be referred to as the "Assignees" and the Federal Assets and Common Law Assets shall collectively be referred to as the "ASSETS;" and

NOW, THEREFORE, for the consideration set forth in the Agreement, and other valuable and legally sufficient consideration acknowledged by the Assignor to have been received in full:

1. The Assignor does hereby sell, convey, assign and transfer (a) to Berol, the entire right, title and interest in, to and under the Federal Assets, and (b) to Sanford, the entire right, title and interest in, to and under the Common Law Assets, in each instance 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 the Assignees as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment and sale had not been made.

2. The 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.

3. The 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 Buyer or Assignees may reasonably request in order to more effectively transfer, convey, assign and deliver to Assignees any of the ASSETS, or to enable Assignees to exercise and enjoy all rights and benefits of the Assignor with respect thereto. The expense incurred by Assignor in providing such cooperation shall be paid for by the Assignees or Buyer except as otherwise provided in the Agreement.

4. The terms and covenants of this Assignment shall inure to the benefit of the Assignees, their successors and assigns and other legal representatives, and shall be binding upon the Assignor, its respective heirs, legal representatives and assigns.

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

6. The Assignor hereby requests that the appropriate patent, trademark or other government offices record this Assignment and issue a new certificate of registration in the Assignees' names.

7. This Assignment Of U.S. 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.

**[The remainder of this page has been intentionally left blank.]**

**\*\* SIGNATURES BEGIN ON THE FOLLOWING PAGE \*\***

IN TESTIMONY WHEREOF, Assignor has executed this Assignment Of U.S. Intellectual Property Assets this 20 day of December, 2000.

THE GILLETTE COMPANY

By: Raymond J. DeVellis  
Its: Assistant Secretary

STATE OF Mass. )  
COUNTY OF Suffolk ) SS:

On this 20 day of December, 2000, before me appeared Raymond J. DeVellis, who, being by me duly sworn, did say that he/~~she~~ is the Assistant Secretary of The Gillette Company, a corporation of the State of Delaware, and personally known to me to be the same person whose name is subscribed to the foregoing ASSIGNMENT OF U.S. 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 corporation and that the foregoing Assignment was a free and voluntary act and deed.

Shirley Kasevelly  
Notary Public  
My commission expires: 11/24/06