Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type	
Sanford, L.P.	nford, L.P.		LIMITED PARTNERSHIP: ILLINOIS	

RECEIVING PARTY DATA

Name:	Chartpak, Inc.
Street Address:	510 Broad Hollow Road
Internal Address:	Suite 205
City:	Melville
State/Country:	NEW YORK
Postal Code:	11747
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	0823870	BLACK MAGIC
Registration Number:	0798706	HIGGINS
Registration Number:	0961886	HIGGINS
Registration Number:	0818423	HIGGINS

CORRESPONDENCE DATA

Fax Number: (646)424-0880

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

646 424 0770 Phone: Email: jab@scgb-law.com Correspondent Name: Jay A. Bondell

Address Line 1: 292 Madison Avenue

19th Floor Address Line 2:

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 0066-284T TRADEMARK 900121921

REEL: 003897 FRAME: 0454

NAME OF SUBMITTER:	Jay A. Bondell
Signature:	/Jay A. Bondell/
Date:	12/03/2008
Total Attachments: 3 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif	

TRADEMARK REEL: 003897 FRAME: 0455

EXHIBIIT A

QUITCLAIM ASSIGNMENT

WHEREAS, Sanford, L.P., an Illinois limited partnership ("Seller") and Chartpak, Inc., 510 Broadhollow Road, Melville, New York 11747, a Delaware corporation ("Buyer") have entered into an Asset Purchase Agreement dated November 14, 2008 (the "Agreement"); and

WHEREAS, under the Agreement, Buyer agrees to purchase certain of Seller's assets used in the Business (as that term is defined in the Agreement); and

WHEREAS, under the Agreement, Seller desires to convey, transfer and assign to Buyer all of Seller's right, title, and interest, if any, in the trademarks and other intellectual property set forth on Schedule A (the "Quitclaim IP"); and

WHEREAS, Buyer is desirous of acquiring all of Seller's right, title and interest, if any, in the Quitclaim IP; and

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

- 1. The Seller does hereby sell, convey, assign and transfer to Buyer, all of Seller's right, title and interest, if any, in the Quitclaim IP, together with the goodwill of the business symbolized by such Quitclaim IP.
- 2. Seller hereby disclaims all warranties, both express and implied, with respect to the Quitclaim IP and Seller's rights thereto, including any warranty of title.
- 3. The terms and covenants of this Assignment shall inure to the benefit of Buyer, its successors and assigns and other legal representatives, and shall be binding upon the Seller, its subsidiaries, and their respective heirs, legal representatives and assigns.
- 4. This Quitclaim Assignment does not (i) convey any rights of Seller other than those required to be transferred under the Agreement, (ii) create any obligations for Seller in addition to those provided under the Agreement, or (iii) relieve Seller of any obligations under the Agreement.

IN TESTIMONY WHEREOF, Seller has executed this Quitclaim Assignment this 18th day of November, 2008.

TRADEMARK
REEL: 003897 FRAME: 0456

Sanford, L.P. By its General Partner,

Newell Operating Company

By: Assist Sevely

State of Illinois

County of DuPage

SS:

Notarial Certification

18th day of November, 2008 before me came Lisa Winger, to me known and known to me to be the Assistant Secretary of Newell Operating Company, general partner of Sanford, L.P. and who affirmed to me that she executed the foregoing document in her official capacities on behalf of Newell Operating Company and Sanford, L.P.

OFFICIAL SEAL

Notary Public

STAMP

SCHEDULE A

Country	Trademark:	Status	Reg. No.
Canada	BLACK MAGIC	Registered	223006
United States of America	BLACK MAGIC	Registered	0823870
United States of America	HIGGINS	Registered	0798706
United States of America	HIGGINS	Registered	961886
United States of America	HIGGINS	Registered	818423
Canada	HIGGINS (STYLIZED) No. 1	Registered	148409

Common law trademark rights and goodwill (if any) for the above-referenced BLACK MAGIC and HIGGINS marks (for the goods covered by those marks) in any country throughout the world.

RECORDED: 12/03/2008

TRADEMARK REEL: 003897 FRAME: 0458