

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM306861

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

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SANFORD, L.P.		07/12/2013	LIMITED PARTNERSHIP: ILLINOIS

RECEIVING PARTY DATA	
Name:	Mimio, LLC
Street Address:	1 Charles Park, 1st Floor
City:	Cambridge
State/Country:	MASSACHUSETTS
Postal Code:	02142-1254
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	2388693	MIMIO
Registration Number:	2444207	MIMIO
Registration Number:	3857905	MIMIOCONNECT

CORRESPONDENCE DATA
 Fax Number: 6783734746
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
 Phone: 678-373-4747
 Email: docketing@ipadminsolutions.net
 Correspondent Name: Balsler & Grell IP Law LLC
 Address Line 1: 4307 Jones Bridge Circle
 Address Line 4: Norcross, GEORGIA 30092

ATTORNEY DOCKET NUMBER:	HGF-SANFORD
NAME OF SUBMITTER:	Mathew L. Grell
SIGNATURE:	/Mathew L. Grell/
DATE SIGNED:	06/06/2014

Total Attachments: 6
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment Agreement") is entered into as of July 12, 2013, by and between **Sanford, L.P.**, an Illinois limited partnership ("Assignor") and **Mimio, LLC**, a Delaware limited liability company (the "Assignee"). Capitalized terms used in this Trademark Assignment Agreement but not otherwise defined herein have the meanings ascribed thereto in the Asset Purchase Agreement (as defined herein).

RECITALS:

WHEREAS, Assignor is the owner of the trademark applications and registrations listed on Schedule A attached hereto (the "Marks")

WHEREAS, Assignor's parent Newell Rubbermaid Inc. and the Assignee entered into that certain Asset Purchase Agreement (the "Asset Purchase Agreement") dated of even date with the execution of this Trademark Assignment Agreement, pursuant to which Assignor has agreed to sell, assign, convey, transfer and deliver the Marks to the Assignee subject to the terms and conditions of the Asset Purchase Agreement; and

WHEREAS, the Assignee is desirous of confirming as a matter of record its acquisition of the Marks, including pending applications and registrations, together with the good will of the business connected with the Marks.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties and covenants set forth herein and in the Asset Purchase Agreement, and for the consideration described in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns, sells, conveys, transfers and sets over to the Assignee all rights, title and interest of the Assignor in, to and under the Marks, including pending applications, registrations and common law rights, together with the good will of the business symbolized by the Marks, and all causes of action and claims based on past actions or infringement related to the Marks (collectively, the "Assignment"). The Assignee hereby accepts the Assignment of the Marks as contemplated herein.
2. From time to time and at any time, at the Assignee's request, and without further consideration, the Assignors shall execute and deliver such further documents and instruments of conveyance, assignment and transfer, and shall take such further actions as may be necessary, desirable, proper or advisable under applicable Laws for the purpose of transferring and conveying all right, title and interest in and to the Marks. In the event Assignor chooses to engage counsel to advise or assist with respect to such actions, the Assignor's legal fees and expenses shall be the Assignor's sole responsibility.
3. This Trademark Assignment Agreement is an instrument of transfer contemplated by, and executed pursuant to, the Asset Purchase Agreement and is subject in all respects to the terms and conditions thereof, and all of the representations, warranties, covenants and agreements of the Assignor and Assignee contained therein, all of which shall survive the execution and delivery of this Trademark Assignment Agreement in accordance with the terms of the Asset Purchase Agreement. Nothing in this Trademark Assignment Agreement will be construed to supersede, amend or modify any provision of the Asset Purchase Agreement or any rights or obligations under the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement will govern.
4. Each party hereto agrees to cooperate fully with the other party and to execute such further instruments, documents and agreements, and to give such further written assurances, as may be reasonably requested or necessary, proper or advisable under applicable Laws by any other party to evidence and reflect better and to carry into effect the intents and purposes of this Trademark Assignment Agreement.

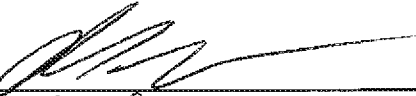
5. Nothing in this instrument, express or implied, is intended or will be construed to confer upon, or give to, any person other than the Assignee and its successors and assigns, any remedy or claim under or by reason of this instrument or any terms, covenants or conditions hereof, and all of the terms, covenants and conditions, promises and agreements contained in this instrument will be for the sole and exclusive benefit of the Assignee and its successors and assigns.
6. This Trademark Assignment Agreement (a) is executed by, and will be binding upon, the respective parties hereto and their successors and assigns, and (b) may be signed in counterparts as provided in the Asset Purchase Agreement.
7. The parties may amend this Trademark Assignment Agreement only by a written agreement signed by the parties to be bound by the amendment and that identifies itself as an amendment to this Trademark Assignment Agreement.
8. If any provision of this Trademark Assignment Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Trademark Assignment Agreement will remain in full force. Any provision of this Trademark Assignment Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

(Signature page follows)

IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark Assignment Agreement under seal on date indicated below.

SANFORD, L.P.

By: Newell Operating Company, its General Partner

By: 

Name: Bradford R. Turner

Title: VP, Deputy General Counsel, Asst. Secretary

MIMIO, LLC

By: 

Name: Ali (Alex) S. Dhanji




Title: MANAGER

**Schedule A
Marks**

Schedule of Trademarks

Trademark	TM Logo	Country	Status	Owner	Reg. No.	Reg. Date	Appl. No.	Appl. Date
MIMIO		Australia	Registered	SANFORD, L.P.	1070434	31-Oct-08	1272434	31-Oct-08
MIMIO		Canada	Registered	SANFORD, L.P.	10478312	17-Mar-11	1417189	4-Sep-08
MIMIO		China	Pending	SANFORD, L.P.			7173285	19-Jan-08
MIMIO		South Africa	Registered	SANFORD, L.P.	203828859	4-Nov-08	203828862	4-Nov-08
MIMIO		South Africa	Registered	SANFORD, L.P.	203828978	4-Nov-08	203828979	4-Nov-08
MIMIO		United Arab Emirates	Registered	SANFORD, L.P.	131797	25-Feb-11	122481	17-Nov-08
MIMIO		Republic of Korea (Seoul)	Registered	SANFORD, L.P.	4388198-12	19-Feb-10	4329264-12	5-Nov-08
MIMIO		United States of America	Registered	SANFORD, L.P.	3328633	10-Sep-07	7982788	8-Aug-08
MIMIO		United Kingdom	Registered	SANFORD, L.P.	UK0002234900	2-Jun-08	UK0002234903	2-Jun-08
MIMIO		Benelux	Registered	SANFORD, L.P.	64562	1-Aug-06	1184734	8-Aug-08
MIMIO		New Zealand	Registered	SANFORD, L.P.	76356	13-Jun-06	76358	21-Oct-08
MIMIO		OTM	Registered	SANFORD, L.P.	0478022	2-Jan-09	0478022	30-Nov-07
MIMIO		Turkey	Registered	SANFORD, L.P.	200818628	28-Mar-08	200819638	8-Apr-08
MIMIO		United Arab Emirates	Registered	SANFORD, L.P.	138824	16-May-10	122460	17-Nov-08
MIMIO		China	Pending	SANFORD, L.P.			8898532	28-Sep-10
MIMIO		Russian Federation	Registered	SANFORD, L.P.	474857	14-Nov-12	2011737701	17-Nov-11
MIMIO		Brazil	Pending	SANFORD, L.P.			891283103	23-Dec-11
MIMIO		Chile	Registered	SANFORD, L.P.	869841	17-Jan-08	888475	23-Nov-11
MIMIO		Colombia	Registered	SANFORD, L.P.	458927	24-Aug-12	11-184683	30-Nov-11
MIMIO		Ecuador	Registered	SANFORD, L.P.	8211-12	21-Jun-12	1418349E	14-Dec-11
MIMIO		Mexico	Pending	SANFORD, L.P.			1281488	22-Feb-12
MIMIO		Chile	Registered	SANFORD, L.P.	358885	18-Jun-13	380483	22-Mar-11
MIMIO		Ecuador	Registered	SANFORD, L.P.	8205-12	21-Jun-12	1417849E	14-Dec-11

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Trademark	TM Logo	Country	Status	Owner	Reg. No.	Reg. Date	Appl. No.	Appl. Date
MIMIO		Ecuador	Registered	SANFORD, L.P.	2894-12	21-Jun-12	1417849E	14-Dec-11
MIMIO		Ecuador	Registered	SANFORD, L.P.	2895-12	21-Jun-12	1418149E	14-Dec-11
MIMIO		Colombia	Registered	SANFORD, L.P.	458926	24-Aug-12	11-184681	30-Nov-11
MIMIO		Colombia	Registered	SANFORD, L.P.	458959	24-Aug-12	11-184683	30-Nov-11
MIMIO		Colombia	Registered	SANFORD, L.P.	458980	24-Aug-12	11-184687	30-Nov-11
MIMIO		Mexico	Pending	SANFORD, L.P.			1249248	24-Jun-12
MIMIO		Mexico	Registered	SANFORD, L.P.	1364887	28-Jun-12	1249247	24-Jun-12
MIMIO		Mexico	Registered	SANFORD, L.P.	1251782	10-Jun-12	1249248	24-Jun-12
MIMIO		Brazil	Pending	SANFORD, L.P.			891283128	20-Dec-11
MIMIO		Brazil	Pending	SANFORD, L.P.			891283144	20-Dec-11
MIMIO		Brazil	Pending	SANFORD, L.P.			891283150	20-Dec-11
MIMIO & Japanese Character No. 1		Japan	Registered	SANFORD, L.P.	4327272	10-Mar-09	H10-375197	2-Sep-08
MIMIO & MIMIO (Stylized) No. 1		Saudi Arabia	Registered	SANFORD, L.P.	104720	2-May-11	138168	21-Dec-09
MIMIO & MIMIO (Stylized) No. 1		Saudi Arabia	Registered	SANFORD, L.P.	128788	25-Jun-11	138169	21-Dec-09
MIMIO & BETTER WAY TO LEARN		Australia	Registered	SANFORD, L.P.	1467882	27-Apr-12	1467882	27-Apr-12


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Trademark	TM Logo	Country	Status	Owner	Reg. No.	Reg. Date	Appl. No.	Appl. Date
MIMIO in Chinese Characters No. 1		China	Registered	SANFORD, L.P.	8046816	21-Jan-12	8046816	12-Jan-11
MIMIO in Chinese Characters No. 2		China	Registered	SANFORD, L.P.	8046822	21-Jan-12	8046822	12-Jan-11
MIMIO in Chinese Characters No. 3		China	Registered	SANFORD, L.P.	8046714	21-Jan-12	8046714	12-Jan-11
MIMIO Stylized No. 1		United States of America	Registered	SANFORD, L.P.	2944397	17-Apr-01	78868330	3-Jan-00
MIMIO Stylized No. 2 (Blue)		Turkey	Registered	SANFORD, L.P.	2007702785	13-Jan-08	2007702785	14-Jan-07
MIMIOGUARD		Canada	Pending	SANFORD, L.P.			3801112	5-Feb-12
MIMIOCAPTURE		Canada	Registered	SANFORD, L.P.	TMAR4216	21-Feb-12	1803838	21-Dec-10
MIMIOCAPTURE (Stylized No. 1)		China	Registered	SANFORD, L.P.	8046888	21-Jan-12	8046888	12-Jan-11

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Trademark	TM Logo	Country	Status	Owner	Reg. No.	Reg. Date	Appl. No.	Appl. Date
MIMIOCLASSROOM		Canada	Registered	SANFORD, L.P.	TMAR44018	21-Feb-12	1808818	21-Dec-10
MIMIOCLASSROOM (Stylized No. 1)		China	Registered	SANFORD, L.P.	8046799	21-Jan-12	8046799	12-Jan-11
MIMIOCONNECT		United States of America	Registered	SANFORD, L.P.	3807805	9-Oct-10	77769187	28-Jan-02
MIMIOCONNECT		Canada	Registered	SANFORD, L.P.	TMAR70128	25-Jun-10	3441018	08-Jun-09
MIMIODISPLAY		Canada	Pending	SANFORD, L.P.			1801421	9-Nov-12
MIMIOPHONE		Canada	Pending	SANFORD, L.P.			1802087	18-Nov-12
MIMIOPHONE		China	Waiting for filing particulars	SANFORD, L.P.				
MIMIOPAD		Canada	Pending	SANFORD, L.P.			1801112	9-Nov-12
MIMIOPAD (Stylized No. 1)		China	Registered	SANFORD, L.P.	8024212	21-Dec-11	8024212	7-Dec-10
MIMIOPROJECTOR		Canada	Pending	SANFORD, L.P.			1801114	9-Nov-12
MIMIOREADING		Canada	Pending	SANFORD, L.P.			1803888	21-Dec-12
MIMIOSPRINT		Australia	Pending	SANFORD, L.P.			1803882	21-Dec-12
MIMIOSPRINT		Canada	Pending	SANFORD, L.P.			1805481	8-Dec-12
MIMIOSPRINT		CHN	Pending	SANFORD, L.P.			11842388	28-Dec-12
MIMIOSTUDIO		Canada	Registered	SANFORD, L.P.	TMAR4214	21-Feb-12	1808822	21-Dec-10

Schedule of Trademarks

Trademark	TM Logo	Country	Status	Owner	Reg. No.	Reg. Date	Appl. No.	Appl. Date
MIMIOSTUDIO (Stylized No. 2)	MimioStudio	China	Registered	SANFORD, L.P.	8906095	14-Dec-11	8906095	2-Dec-10
Mimio-Table EXAKT Interaktiver multitafel		Denmark	Registered	SANFORD, L.P.	VR 2007 00889	12-Apr-07	VA 2006 04488	10-Nov-08
MIMIOTEACH		Canada	Registered	SANFORD, L.P.	TMA844211	21-Feb-13	1508817	21-Dec-10
MIMIOTEACH (Stylized No. 1)	MimioTeach	China	Registered	SANFORD, L.P.	8925125	14-Dec-11	8925125	7-Dec-10
MIMIO TOUCH		Canada	Pending	SANFORD, L.P.			1601115	5-Nov-12
MIMIOVIEW		Canada	Registered	SANFORD, L.P.	TMA844040	21-Feb-13	1502819	21-Dec-10
MIMIOVIEW (Stylized No. 1)	MimioView	China	Registered	SANFORD, L.P.	8924915	14-Dec-11	8924915	7-Dec-10
MIMIOVOTE		Canada	Registered	SANFORD, L.P.	TMA844210	21-Feb-13	1508818	21-Dec-10
MIMIOVOTE (Stylized No. 1)		China	Registered	SANFORD, L.P.	8925063	14-Dec-11	8925063	7-Dec-10
VIRTUAL INK		United Kingdom	Registered	SANFORD, L.P.	UK0002234852	2-Jun-09	UK0002234852	2-Jun-09