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11-21-98

12-22-1998

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U.S. Patent & TMO/TM Mail Rcpt Dt. #34



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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

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Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Stacey A. Savage, Esq.

Name of Person Signing

Stacey A. Savage

Signature

11/25/98

Date Signed

BILL OF SALE

IDEAL SECURITY HARDWARE
CORPORATION
Seller

STANDEX INTERNATIONAL
CORPORATION
Buyer

Pursuant to and in accordance with the provisions and conditions of that certain Purchase and Sale Agreement, dated as of August 29, 1991 (the "Agreement"), heretofore made and entered into by and among STANDEX INTERNATIONAL CORPORATION, a Delaware corporation ("Buyer") and IDEAL SECURITY HARDWARE CORPORATION, a Minnesota corporation ("Seller") and for the consideration therein specified, Seller does hereby convey, transfer and assign to Buyer, free and clear of all security interests, liabilities, liens and other encumbrances, and Buyer does hereby acquire from Seller ownership and possession of the assets, properties, rights and claims used in, necessary for, relating to or arising from the conduct of Seller's Business (as defined in the Agreement) including but not limited to all of Seller's right, title and interest, both legal and equitable, in and to the following assets and properties (the "Purchased Assets").

(a) All inventories of Seller at the Closing Date pertaining to the Business (including supplies, assembly fixtures, packaging, repair parts, replacement parts, raw materials, work-in-process and finished goods), located at facilities operated by Seller, or held for Seller by vendors to the Business;

(b) All machinery and equipment of Seller identified on Schedule 1.2(b) including, but not limited to, all tools, dies, jigs, molds, designs and patterns for all metal and plastic tree stands, wherever located, and the paint line used to produce stands which are sold by Seller under any tradename including but not limited to Ideal, Handy Things, S-B Manufacturing, Holiday Traditions and Ideal Holiday Traditions;

(c) All patents, trademarks, tradenames, service marks and copyrights of Seller which pertain to the Business and all applications and registrations therefor and licenses thereof used in connection with the Business and identified on Schedule 1.2(c), provided, however, that Buyer shall only acquire rights to use the name "Ideal" and S-B Manufacturing in connection with the sale of Christmas tree stands and accessories;

(d) All inventions, know-how, technology, processes, ideas, trade secrets and documentation thereof pertaining to the Business as well as all rights relating thereto;

(e) All customer files, customer lists, supplier lists, vendor lists, collection records and credit records of the Business;

(f) All documents and records relating to the operations or products of the Business, including historical costing and pricing data;

(g) All catalogs and advertising literature of the Business; and

(h) Any and all other assets utilized in any manner in the production and manufacture of the Christmas tree stand line of Seller or the sale of Christmas accessories by Seller.

The Purchased Assets shall not include any cash of Seller or any accounts receivable of Seller.

TO HAVE AND TO HOLD the same, with the appurtenances thereof, the Buyer, its successors and assigns, forever, to its own proper use and behalf.

Seller hereby constitutes and appoints Buyer its successors and assigns, the true and lawful attorney, irrevocably, of Seller with full power of substitution, in the name of Seller, or otherwise, and on behalf and for the benefit of Buyer, its successors and assigns, to demand and receive from time to time any and all property of Seller hereby conveyed, transferred, assigned and delivered or intended so to be; to give receipts, releases and acquittances for or in respect of the same or any part thereof; to collect for the account of Buyer all other items transferred to Buyer as provided herein, and to endorse with the name of Seller any checks received on account of any such items; and to defend and compromise any and all actions, suits or proceedings in respect of any of the properties hereby assigned and transferred or intended so to be, that Buyer, its successors or assigns shall deem desirable. Seller hereby declares that the foregoing powers are coupled with an interest and shall not be revocable by it in any manner or for any reason. Buyer shall indemnify and save Seller harmless from any losses or expenses suffered by Seller as a result of Buyer's exercise of the rights granted hereunder.

It is understood by both Seller and Buyer that Seller, contemporaneously with the execution and delivery of this Bill of Sale, is further executing and delivering to Buyer certain assignments and other instruments of transfer which in particular cover certain of the property and assets hereinabove described, the purpose of which is to supplement, facilitate and otherwise implement the transfer intended hereby.

This Bill of Sale shall be effective for all purposes as of 12:01 a.m. on December 11, 1991.

IN WITNESS WHEREOF, each of the undersigned corporations has caused this instrument to be executed by a duly authorized officer on December 11, 1991.

STANDEX INTERNATIONAL
CORPORATION

IDEAL SECURITY HARDWARE
CORPORATION

By: 

By: 

Its: Asst. Secretary

Its: SPECIAL V.P.

SCHEDULE 1.2(c)

Patents, Trademarks, Tradenames, Servicemarks and
Copyrights of Seller

Registered Trademarks

1. Ideal Holiday Traditions as shown on Exhibit A

Patents

None

Unregistered Trademarks, Tradenames and Service Marks

1. Ideal
2. S.B.
3. S.B. Manufacturing
4. Handy Things

EXHIBIT

A

Ideal *Holiday Traditions*

IDEAL SECURITY • S-B • HANDY THINGS



World's Largest Manufacturer of Christmas Tree Stands